

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY
TRENTON VICINAGE**

----- X
West Trenton Hardware LLC, :
Plaintiff, : ACTION NO. 21-CV-17662
: :
against : COMPLAINT
: :
Brooklyn Textiles, LLC, : JURY TRIAL DEMANDED
Defendant. :
----- X

West Trenton Hardware LLC, by and through its attorneys, Lanciano & Associates, LLC, for its Complaint against Brooklyn Textiles, LLC, alleges, on knowledge as to its own actions, and otherwise upon information and belief, as follows:

PRELIMINARY STATEMENT

1. This is a straightforward matter seeking recovery from Defendant for its failure to deliver goods that conformed to Plaintiff's purchase orders. Specifically, Plaintiff ordered from Defendant approximately twenty million nitrile gloves. Of the gloves Defendant delivered, approximately one-fifth were, in fact, not nitrile. Plaintiff has demanded Defendant replace the defective goods or refund the purchase price thereof, to no avail.
2. Plaintiff seeks an order requiring Defendant to replace the defective goods or refund the approximately one million dollars paid by Defendant for said defective goods.

JURISDICTION

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1), in that this is a civil action between citizens of New Jersey and New York, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

VENUE

4. Venue is proper in this district under 28 U.S.C. § 1391(b)(2), in that a substantial part of the events or omissions giving rise to the claim occurred in this district.

PARTIES

5. West Trenton Hardware LLC is a limited liability company formed under the laws of New Jersey and does business in West Trenton, New Jersey. West Trenton Hardware LLC has two (2) members: Thomas Nemec and Robert Nemec, each of whom is a citizen and resident of New Jersey. West Trenton Hardware LLC is the entity that ordered from Defendant approximately twenty million nitrile gloves.

6. Upon information and belief, Brooklyn Textiles, LLC is a limited liability company formed under the laws of New York and does business in Brooklyn, New York. Upon information and belief, Brooklyn Textiles, LLC has one (1) member: George Popescu is a citizen of New York. Brooklyn Textiles, LLC accepted Plaintiff's order and purported to deliver approximately twenty million nitrile gloves.

FACTS

I. Plaintiff and Defendant Establish a Course of Dealing

7. From October 2020 to April 2021, Plaintiff ordered more than \$5 million dollars of goods from Defendant. The course of dealing between the parties was such that Plaintiff would email Defendant orders, and Defendant would accept those orders by fulfilling them.

II. Plaintiff Orders Approximately 20,000,00 Nitrile Gloves

8. Plaintiff purchased approximately 20,000,000 medical grade nitrile medical examination gloves from Defendant during the period February through April 2021.

9. Throughout that same period, Defendant came into New Jersey on twenty-two separate occasions and delivered gloves purporting to meet Plaintiff's specifications. Attached hereto as Exhibit A are true and correct copies of the evidence of Defendant's delivery of Plaintiff's order.

10. Each of the twenty-two deliveries was delivered directly to warehouse space leased by New Jersey in South Plainfield, New Jersey by Defendant using, upon information and belief, its own trucks.

11. Upon information and belief, New Jersey's South Plainfield warehouse space acted as an aggregating center for the distribution of PPE during the pandemic.

12. Upon information and belief, when Defendant delivered a shipment of gloves to New Jersey's South Plainfield location, the employees receiving the delivery would record, among other information, a pallet code, a pallet location, a lot number, and a serial number.

13. Upon information and belief, New Jersey would then distribute the PPE from the South Plainfield warehouse in accordance with resource requests submitted by agencies and localities throughout the state.

14. Upon information and belief, when New Jersey would distribute goods from the South Plainfield location, it would record, among other information, the pallet code, pallet location, lot number, and serial number of the PPE that was being distributed.

15. Defendant fulfilled Plaintiff's order on April 15, 2021.

III. Plaintiff Discovers Defendant's Gloves Were Not Nitrile

16. A mere five days after Defendant's final delivery, Plaintiff learned that Defendant's gloves were not nitrile, and, therefore, non-conforming in a material respect.

17. New Jersey notified Defendant that certain of the gloves Defendant delivered were non-conforming in that New Jersey believed the gloves to be made of latex instead of nitrile.

18. New Jersey came to that conclusion because while using the gloves, a number of first-responders or the patients the first-responders were examining who had latex allergies suffered reactions consistent with latex exposure.

19. Thus, the State of New Jersey had samples from the gloves delivered by Defendant tested by an independent laboratory.

20. Those tests revealed the presence of latex. Attached hereto as Exhibit B is a true and correct copy of the laboratory results provided to Plaintiff by the State of New Jersey.

IV. Plaintiff Gives Defendant Seasonable Notice of the Non-Conformity

21. Upon learning of the non-conformity, Plaintiff gave Defendant seasonable notice of said non-conformity and demanded that it resolve said non-conformity.

22. In response, Defendant's principal stated that the gloves were "bought in NJ from a local distributor" and that "it was of course certified and inspected as 100% nitrile." He further stated that he was "very surprised" about the non-conforming goods.

23. Despite his professed ignorance of the non-conformity, Defendant did nothing to correct the non-conformity.

24. Plaintiff's seasonable notice of the non-conformity operated as a rejection of said non-conforming goods.

25. After conducting a spot-check of Defendant's gloves, Plaintiff learned that there were approximately \$1 million dollars' worth of non-conforming goods.

26. Upon information and belief, Defendant relied on the representations of its supplier that the gloves it procured were, in fact, nitrile gloves.

27. Such reliance, however, was unreasonable because it was well reported long before Plaintiff placed its order that manufacturers were misrepresenting latex and vinyl gloves as, "examination grade," i.e., nitrile. See Susan Pulliam et al., *Brokers Peddle Fake Medical Gloves Amid Coronavirus Shortages*, Wall St. J., Sept. 15, 2020, at A2.

28. In total, the State of New Jersey has determined that 5,796,000 of the gloves supplied by Defendant were misrepresented as medical grade nitrile gloves.

29. The defective products in question are as follows:

- a. MedCare: 170,000 gloves;
- b. SH Gloves: 587,000 gloves;
- c. Sky Med: 2,858,000 gloves; and
- d. Asmsvlnawa (Sri Trang Gloves) 2,181,000 gloves.

30. Plaintiff reasonably relied on Defendant's representation that it complied with the specification that it delivers nitrile gloves.

31. Furthermore, each box in the non-conforming lots purported to be nitrile gloves.

32. Finally, a visual inspection of the gloves would not obviously reveal the defect.

COUNT 1: BREACH OF CONTRACT

33. West Trenton Hardware LLC repeats and realleges paragraphs 1 through 20 hereof, as if fully set forth herein.

34. The gloves supplied by Defendant constitute “goods” within the meaning of Article 2 of the Uniform Commercial Code (“UCC”), N.J.S.A. § 12A:2-101 et seq.

35. The purchase order issued by Plaintiff constituted an offer to enter into a contract for the provision of approximately twenty million nitrile gloves.

36. By accepting said purchase order, Defendant formed a contract with Plaintiff which had as a material term that Defendant deliver approximately twenty million nitrile gloves.

37. Defendant breached the contract by delivering gloves that were not nitrile.

38. By reason of the foregoing, Defendant is liable in the amount of One Million Dollars (\$1,000,000), plus interest and costs.

COUNT II: BREACH OF IMPLIED WARRANTIES

39. West Trenton Hardware LLC repeats and realleges paragraphs 1 through 26 hereof, as if fully set forth herein.

40. Pursuant to the UCC, every agreement for the sale of goods contains implied warranties from the seller of merchantability and fitness for a particular purpose, and warranties that are customary and common in the particular industry.

41. Defendant’s failure to furnish nitrile gloves breached the implied warranties contained in the agreement.

DEMAND FOR JURY TRIAL

42. Pursuant to Federal Rule of Civil Procedure 38(b), West Trenton Hardware, LLC request a trial by jury on all issues properly triable to a jury.

PRAYER FOR RELIEF

WHEREFORE, West Trenton Hardware, LLC requests judgment as follows:

- A. On Counts I and II, awarding damages in favor of West Trenton Hardware LLC, in an amount to be determined at trial, but in no event less than One Million Dollars (\$1,000,000), plus interest and costs.
- B. Granting West Trenton Hardware LLC such other and further relief as the Court deems just and proper.

Dated: September 27, 2021

By: /s Larry E. Hardcastle, II, Esq.

Larry E. Hardcastle, II, Esq.

Bar Number: 025742010

lharcastle@lancianolaw.com

Lanciano & Associates, LLC

2 Route 31 North

Pennington, NJ 08534

(609) 452-7100

Attorneys for Plaintiff West Trenton
Hardware LLC

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

I hereby certify pursuant to Local Civil Rule 11.2 that this matter in controversy is not the subject of any other action pending in any court, arbitration or administrative proceeding.

Dated: September 27, 2021

/s Larry E. Hardcastle, II, Esq.

Larry E. Hardcastle, II, Esq.

Lanciano & Associates, LLC

2 Route 31 North

Pennington, NJ 08534

(609) 452-7100

LOCAL RULE 201.1 CERTIFICATION

I hereby certify that the matter in controversy is not eligible for compulsory arbitration because Plaintiff seeks damages exceeding \$150,000

Dated: September 27, 2021

/s Larry E. Hardcastle, II, Esq.

Larry E. Hardcastle, II, Esq.
Lanciano & Associates, LLC
2 Route 31 North
Pennington, NJ 08534
(609) 452-7100

EXHIBIT A

Brand	Pallet Code	Pallet Location	Lot Number	Serial Number	Other	Halls Inbound Receipt Name	Date Received
1 Sky Med	HW5721324	12U031E	9999955552PR	8857127087023	Label #2	NJSP OEM - West Trenton Hardware - Gloves - 02-10-21	2/10/2021
2 Sky Med	HW5721325	12U031E	9999955552PR	8857127087023	Label #6	NJSP OEM - West Trenton Hardware - Gloves - 02-10-21	2/10/2021
3 Sky Med	HW5721356	12U059E	9999955552PR	8857127087023	Label #9	NJSP OEM - West Trenton Hardware - Gloves - 02-10-21	2/10/2021
1 Sky Med	HW5721357	12U027E	9999955552PR	8857127087023	Label #1	NJSP OEM - West Trenton Hardware - Gloves - 02-10-21	2/10/2021
2 Sky Med	HW5721369	12U027E	9999955552PR	8857127087023	Label #8	NJSP OEM - West Trenton Hardware - Gloves - 02-10-21	2/10/2021
3 Sky Med	HW5737159	12V058B	9999955552PR	8857127087023	Label #7	NJSP OEM - West Trenton Hardware - Gloves - 02-11-21	2/10/2021
4 Sky Med	HW5737154	12V002C	9999955552PR	8857127087023	Label #4	NJSP OEM - West Trenton Hardware - Gloves - 02-11-21	2/11/2021
5 Sky Med	HW5737157	12V058B	9999955552PR	8857127087023	Label #5	NJSP OEM - West Trenton Hardware - Gloves - 02-11-21	2/11/2021
6 Sky Med	HW5737166	12V002C	9999955552PR	8857127087023	Label #3	NJSP OEM - West Trenton Hardware - Gloves - 02-11-21	2/11/2021
7 SH Glove	HW5644760	17H108F	0-1754235	8859130610588	Label #1	NJSP OEM -West Trenton Hardware - Gloves - 03-04-21	1/18/2021
8 SH Glove	HW5644760	17H108E	0-1754235	8859130610588	Label #2	NJSP OEM -West Trenton Hardware - Gloves - 03-04-21	1/18/2021
9 SH Glove	HW5644761	12V053E	0-1754235	8859130610588	Label #4	NJSP OEM -West Trenton Hardware - Gloves - 03-04-21	1/18/2021
10 SH Glove	HW5734252	12V017E	0-1754235	8859130610588	Label #3	NJSP OEM -West Trenton Hardware - Gloves - 03-04-21	3/4/2021
11 Sky Med	HW5737160	12V008A	9999955552PR	8857127087023	Label #10	NJSP OEM -West Trenton Hardware - Gloves - 03-04-21	3/4/2021
12 "ASMSVLNAWA"	HW5730717	12V041D	07053	8859130600848	Label #9	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
13 "ASMSVLNAWA"	HW5730718	12V047D	07053	8859130600862	Label #2	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
14 "ASMSVLNAWA"	HW5730721	12V067B	07053	8859130600862	Label #6	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
15 "ASMSVLNAWA"	HW5730722	12V069B	07053	8859130600848	Label #11	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
16 "ASMSVLNAWA"	HW5730723	12V076D	07053	8859130600862	Label #12	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
17 "ASMSVLNAWA"	HW5730724	12V066B	07053	8859130600862	Label #7	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
18 "ASMSVLNAWA"	HW5730725	12V066B	07053	8859130600862	Label #10	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
19 "ASMSVLNAWA"	HW5730726	12V076D	07053	8859130600848	Label #5	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
20 "ASMSVLNAWA"	HW5730727	12V084A	07053	8859130600848	Label #4	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
21 "ASMSVLNAWA"	HW5730728	12V084A	07053	8859130600848	Label #8	NJSP OEM West Trenton gloves 03-19-21	2/26/2021
22 "ASMSVLNAWA"	HW5628157	17E036E	07053	8859130600862	Label #3	NJSP OEM West Trenton gloves 03-24-21	1/8/2021
23 Med Care	HW5713969	17G057D	QDMD01202002	0101234567890128MED-XL	Label #4	NJSP OEM West Trenton gloves 04-15-21.2nd delivery	4/15/2021
24 Med Care	HW5713970	17G059D	QDMD01202002	0101234567890128MED-XL	Label #2	NJSP OEM West Trenton gloves 04-15-21.2nd delivery	4/15/2021
25 Med Care	HW5713976	17G055C	QDMD01202002	0101234567890128MED-XL	Label #3	NJSP OEM West Trenton gloves 04-15-21.2nd delivery	4/15/2021
26 Med Care	HW5713982	17G051C	QDMD01202001	0101234567890128MED-XL	Label #1	NJSP OEM West Trenton gloves 04-15-21.2nd delivery	4/15/2021
27 "ASMSVLNAWA"	HW5627943	12U024C	07053	8859130600855	Label #1		4/23/2021

Americold Logistics, LLC
 P.O. Box 378
 501 Kentile Road
 TEL 908-756-6242
 South Plainfield, NJ 07080

DATE	02.10.21	NUMBER	RC-000643972
TERMS	Net 30 days		
PAGE	1		

NON-NEGOTIABLE WAREHOUSE RECEIPT			
RECEIVED FROM	WEST TRENTON HARDWARE 16 WEST UPPER FERRY ROAD EWING, NJ	Carrier : OWN TRUCK Warehouse: 501 Kentile Cooler Reference: 58860 Pro Bill : 58860 Container#/Railcar#:	
FOR ACCOUNT OF	NJ STATE POLICE / OEM PO BOX 7068 Trenton, NJ 08628	REMIT PAYMENT TO	Hall's Warehouse Corp. P.O. Box 378 South Plainfield, NJ 07080
QUANTITY	ITEM NO./LOT NO.	DESCRIPTION	GROSS NET
521 CS	GLOVES-NITRILE-L GLOVES NITRILE LARG WEST TRENTON		521.00 521.00
464 CS	1000	G: 464.000	N: 464.000
57 CS	2000	G: 57.000	N: 57.000
633 CS	GLOVES-NITRILE-M GLOVES NITRILE MEDI WEST TRENTON		633.00 633.00
560 CS	1000	G: 560.000	N: 560.000
43 CS	2000	G: 43.000	N: 43.000
30 CS	WEST TRENTON 2000	G: 30.000	N: 30.000
4 EA	GLOVES-NITRILE-S-P Gloves Nitrile - WEST TRENTON		4.00 4.00
4 EA	200	G: 4.000	N: 4.000
217 CS	GLOVES-NITRILE-S GLOVES NITRILE SMAL WEST TRENTON		217.00 217.00
185 CS	1000	G: 185.000	N: 185.000
32 CS	2000	G: 32.000	N: 32.000
360 CS	GLOVES-NITRILE-XL GLOVES NITRILE XL WEST TRENTON		360.00 360.00
360 CS	1000	G: 360.000	N: 360.000
Pallets Received : BGRD 5			
1731 CS 4 EA	Gross: 1735.00 Net : 1735.00	PLEASE PAY THIS AMOUNT	

THE WAREHOUSEMAN CLAIMS A LIEN FOR ALL LAWFUL CHARGES FOR HANDLING, FREEZING, STORAGE, AND PRESERVATION OF THE STORED PROPERTY, AND ALSO FOR ALL LAWFUL CLAIMS FOR MONEY ADVANCED, INTEREST, INSURANCE, TRANSPORTATION, LABOR, WEIGHING, COOPERING, AND OTHER CHARGES AND EXPENSES IN RELATION TO OTHER GOODS WHENEVER DEPOSITED WHETHER OR NOT THEY HAVE BEEN DELIVERED BY THE WAREHOUSEMAN.

See reverse for Storage Terms and Conditions including provisions limiting time to make claim and file suit and amount of recoverable damages.

GOODS ARE NOT INSURED BY THE WAREHOUSE. SEE SECTION 11 ON REVERSE

WEIGHT INDICATED ON THIS RECEIPT ARE SIMPLY A BASIS ON WHICH WE FIGURE STORAGE CHARGES

BY Hall's Warehouse Corp.

TALLY

Page 1 of 6

Carrier : OWN TRUCK

PUT / RECEIPT # : RC-000643972

Customer: NJSP
NJ STATE POLICE / OEM
PO BOX 7068
Trenton, NJ 08628Shipper: Manual
WEST TRENTON HARDWARE16 WEST UPPER FERRY ROAD
EWING, NJReceipt Date : 02.10.21
Trailer : N/AReference Number : 58860
Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
1	GLOVES-NITRILE-S N: 14.00 G: 14.00LBS WEST TRENTON 2000 HW7206118 KA-12U048D	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5 14 CS		14 CS
2	GLOVES-NITRILE-M N: 43.00 G: 43.00LBS WEST TRENTON 2000 HW5737156 KA-12V045B	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 43 CS		43 CS
3	GLOVES-NITRILE-L N: 20.00 G: 20.00LBS WEST TRENTON 2000 HW7206117 KA-12U078D	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 20 CS		20 CS
5	GLOVES-NITRILE-M N: 96.00 G: 96.00LBS WEST TRENTON 1000 HW5721325 KA-12U031E	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 96 CS		96 CS
6	GLOVES-NITRILE-M N: 96.00 G: 96.00LBS WEST TRENTON 1000 HW5721324 KA-12U031E	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 96 CS		96 CS
7	GLOVES-NITRILE-M N: 96.00 G: 96.00LBS WEST TRENTON 1000	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 96 CS		96 CS

TALLY

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Carrier : OWN TRUCK

PUT / RECEIPT # : RC-000643972

Customer: NJSP
NJ STATE POLICE / OEM
PO BOX 7068
Trenton, NJ 08628Shipper: Manual
WEST TRENTON HARDWARE
16 WEST UPPER FERRY ROAD
EWING, NJReceipt Date : 02.10.21
Trailer : N/AReference Number : 58860
Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		

	HW5721323 KA-12V053E	96 CS		

8	GLOVES-NITRILE-M N: 96.00 G: 96.00LBS WEST TRENTON 1000	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	96 CS	

	HW5721355 KA-12U073E	96 CS		

9	GLOVES-NITRILE-S N: 96.00 G: 96.00LBS WEST TRENTON 1000	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5	96 CS	

	HW5721322 KA-12U073E	96 CS		

10	GLOVES-NITRILE-XL N: 96.00 G: 96.00LBS WEST TRENTON 1000	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5	96 CS	

	HW5721356 KA-12U059E	96 CS		

11	GLOVES-NITRILE-L N: 96.00 G: 96.00LBS WEST TRENTON 1000	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5	96 CS	

	HW5721369 KA-12U027E	96 CS		

12	GLOVES-NITRILE-L N: 96.00 G: 96.00LBS WEST TRENTON 1000	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5	96 CS	

	HW5721357 KA-12U027E	96 CS		

TALLY

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Carrier : OWN TRUCK

PUT / RECEIPT # : RC-000643972

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON HARDWARE

16 WEST UPPER FERRY ROAD
 EWING, NJ

Receipt Date : 02.10.21
 Trailer : N/A

Reference Number : 58860
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
13	GLOVES-NITRILE-S N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5718134 KA-12W031C	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
14	GLOVES-NITRILE-M N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5718136 KA-12W036D	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
15	GLOVES-NITRILE-M N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5718150 KA-12W029A	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
16	GLOVES-NITRILE-L N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5718151 KA-12W033A	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
17	GLOVES-NITRILE-L N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5718138 KA-12W031B	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
18	GLOVES-NITRILE-L N: 84.00 G: 84.00LBS WEST TRENTON 1000	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS

TALLY

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Carrier : OWN TRUCK PUT / RECEIPT # : RC-000643972

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON HARDWARE

16 WEST UPPER FERRY ROAD
 EWING, NJ

Receipt Date : 02.10.21 Reference Number : 58860
 Trailer : N/A Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
-----	-----	-----	-----	-----
19	HW5718137 KA-12W025C	84 CS		
N: 84.00	G: 84.00LBS	GLOVES NITRILE XL	84 CS	
	WEST TRENTON	PLT/CS - 50/1		
	1000	Tie/Tier - 10/5		
	HW5737143 KC-16D013C	84 CS		
20	HW5737145 KA-12U014C	66 CS		
N: 66.00	G: 66.00LBS	GLOVES NITRILE XL	66 CS	
	WEST TRENTON	PLT/CS - 50/1		
	1000	Tie/Tier - 10/5		
21	HW5737144 KA-12W028D	66 CS		
N: 84.00	G: 84.00LBS	GLOVES NITRILE XL	84 CS	
	WEST TRENTON	PLT/CS - 50/1		
	1000	Tie/Tier - 10/5		
22	HW5737146 KC-16D023C	20 CS		
N: 20.00	G: 20.00LBS	GLOVES NITRILE LARGE	20 CS	
	WEST TRENTON	PLT/CS - 50/1		
	1000	Tie/Tier - 10/5		
23	HW5737147 KC-16D023C	30 CS		
N: 30.00	G: 30.00LBS	GLOVES NITRILE XL	30 CS	
	WEST TRENTON	PLT/CS - 50/1		
	1000	Tie/Tier - 10/5		

TALLY

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Carrier : OWN TRUCK

PUT / RECEIPT # : RC-000643972

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON HARDWARE

Receipt Date : 02.10.21
 Trailer : N/A

Reference Number : 58860
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
24	GLOVES-NITRILE-S N: 4.00 G: 4.00LBS WEST TRENTON 1000 HW5737148 KC-17H072A	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5 4 CS	4	CS
25	GLOVES-NITRILE-S N: 1.00 G: 1.00LBS WEST TRENTON 1000 HW5737148 KC-17H072A	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5 1 CS	1	CS
26	GLOVES-NITRILE-M N: 8.00 G: 8.00LBS WEST TRENTON 1000 HW5737149 KC-17H072A	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 8 CS	8	CS
27	GLOVES-NITRILE-M N: 30.00 G: 30.00LBS WEST TRENTON 2000 HW5530622 KA-12U028D	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 30 CS	30	CS
28	GLOVES-NITRILE-S N: 18.00 G: 18.00LBS WEST TRENTON 2000 HW5530629 KA-12U034C	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5 18 CS	18	CS
29	GLOVES-NITRILE-L N: 37.00 G: 37.00LBS WEST TRENTON 2000	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 37 CS	37	CS

TALLY

Page 6 of 6

Carrier : OWN TRUCK

PUT / RECEIPT # : RC-000643972

Customer: NJSP
NJ STATE POLICE / OEM
PO BOX 7068
Trenton, NJ 08628Shipper: Manual
WEST TRENTON HARDWAREReceipt Date : 02.10.21
Trailer : N/AReference Number : 58860
Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		

	HW5530627			
	KA-12U017D	37 CS		

30	GLOVES-NITRILE-S-P N: 4.00 G: 4.00LBS WEST TRENTON 200	Gloves Nitrile - S - Each EA - 1	4 EA	

	HW5530628			
	KA-12U034C	4 EA		

		Total Units	1735	
		Net	1735.00 LBS	
		Gross	1735.00 LBS	

Entered By : MCIFUENTES

Good Pallets : _____

Unloaded By : _____

Poor Pallets : _____

Put Away By : _____

Total Pallets : _____

END OF PUT / RECEIPT

Pallets Exchanged : _____

643972

BROOKLYN EQUIPMENT

Order #58860
January 21, 2021

SHIP TO

Kevin Palmer
 Hall's Warehouse
 510 Kentile Road
 South Plainfield NJ 07080
 United States
 908-756-6242, x-328

BILL TO

Tom Nemec
 West Trenton Hardware
 16 West Upper Ferry Road
 Ewing NJ
 United States

ITEMS	QUANTITY
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size SM	30 1588 of 30000
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size MD	40 3380 of 40000
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size LG	60 4044 of 60000

There are other items from your order not included in this shipment.

NOTES

\$100K at order confirmation additional payments to be scheduled as delivery quantities are confirmed

Thank you for shopping with us!

Brooklyn Equipment
 983 Dean St, Brooklyn, NY, 11238, United States
 info@brooklyn-equipment.com
 brooklyn-equipment.com

Rec 12pc

2/9/21 1700 00

Hall's Warehouse Corp.
 P.O. Box 378
 501 Kentile Road
 TEL 908-756-6242
 South Plainfield, NJ 07080

DATE	02.11.21	NUMBER	RC-000644359
TERMS	Net 30 days	PAGE	1

NON-NEGOTIABLE WAREHOUSE RECEIPT			
RECEIVED FROM	WEST TRENTON HARWARE	Carrier : . Warehouse: 501 Kentile Ambient Reference: Pro Bill : 58860 Container#/Railcar#:	
FOR ACCOUNT OF	NJ STATE POLICE / OEM PO BOX 7068 Trenton, NJ 08628	REMIT PAYMENT TO	Hall's Warehouse Corp. P.O. Box 378 South Plainfield, NJ 07080

QUANTITY	ITEM NO./LOT NO.	DESCRIPTION	GROSS	NET
672 CS	GLOVES-NITRILE-L	GLOVES NITRILE LARG WEST TRENTON HARWARE	672.00	672.00
672 CS	1000		G: 672.000	N: 672.000
384 CS	GLOVES-NITRILE-M	GLOVES NITRILE MEDI WEST TRENTON HARWARE	384.00	384.00
384 CS	1000		G: 384.000	N: 384.000
96 CS	GLOVES-NITRILE-S	GLOVES NITRILE SMAL WEST TRENTON HARWARE	96.00	96.00
96 CS	1000		G: 96.000	N: 96.000

1152 CS	Gross: 1152.00 Net : 1152.00	PLEASE PAY THIS AMOUNT
---------	---------------------------------	------------------------

THE WAREHOUSEMAN CLAIMS A LIEN FOR ALL LAWFUL CHARGES FOR HANDLING, FREEZING, STORAGE, AND PRESERVATION OF THE STORED PROPERTY, AND ALSO FOR ALL LAWFUL CLAIMS FOR MONEY ADVANCED, INTEREST, INSURANCE, TRANSPORTATION, LABOR, WEIGHING, COOPERING, AND OTHER CHARGES AND EXPENSES IN RELATION TO OTHER GOODS WHENEVER DEPOSITED WHETHER OR NOT THEY HAVE BEEN DELIVERED BY THE WAREHOUSEMAN.

See reverse for Storage Terms and Conditions including provisions limiting time to make claim and file suit and amount of recoverable damages.

GOODS ARE NOT INSURED BY THE WAREHOUSE. SEE SECTION 11 ON REVERSE.

WEIGHT INDICATED ON THIS RECEIPT ARE SIMPLY A BASIS ON WHICH WE FIGURE STORAGE CHARGES

BY Hall's Warehouse Corp.

TALLY

Page 1 of 3

Carrier :

PUT / RECEIPT # : RC-000644359

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON HARWARE

Receipt Date : 02.11.21
 Trailer :

Reference Number :
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units SKU
	SUPL		
	PACK		
	PLT		
	Whse-Location	Location Qty.	
4	GLOVES-NITRILE-M N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737166 KA-12V002C	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 96 CS	96 CS
5	GLOVES-NITRILE-M N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737154 KA-12V002C	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 96 CS	96 CS
6	GLOVES-NITRILE-L N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737155 KA-12V014D	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 96 CS	96 CS
7	GLOVES-NITRILE-L N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737165 KA-12V010C	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 96 CS	96 CS
8	GLOVES-NITRILE-M N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737164 KA-12V024C	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 96 CS	96 CS
9	GLOVES-NITRILE-L N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737163	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 96 CS	96 CS

TALLY

Page 2 of 3

Carrier :

PUT / RECEIPT # : RC-000644359

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON HARWARE

Receipt Date : 02.11.21
 Trailer :

Reference Number :
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
-----	KA-12V028C	96 CS		
-----	10 GLOVES-NITRILE-M N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737162	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5		96 CS
-----	KA-12V028C	96 CS		
-----	11 GLOVES-NITRILE-L N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737161	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5		96 CS
-----	KA-12V030B	96 CS		
-----	12 GLOVES-NITRILE-L N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737160	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5		96 CS
-----	KA-12V040B	96 CS		
-----	13 GLOVES-NITRILE-L N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737159	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5		96 CS
-----	KA-12V058B	96 CS		
-----	14 GLOVES-NITRILE-S N: 96.00 G: 96.00LBS WEST TRENTON HARWARE 1000 HW5737158	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5		96 CS
-----	KA-12V060B	96 CS		
-----	15 GLOVES-NITRILE-L N: 96.00 G: 96.00LBS WEST TRENTON HARWARE	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5		96 CS

TALLY

Page 3 of 3

Carrier :

PUT / RECEIPT # : RC-000644359

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON HARWARE

Receipt Date : 02.11.21
 Trailer :

Reference Number :
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
1000	HW5737157	96 CS		
	KA-12V058B			
			Total Units	1152
			Net	1152.00 LBS
			Gross	1152.00 LBS

Entered By : GRUIZ

Good Pallets : _____

Unloaded By : _____

Poor Pallets : _____

Put Away By : _____

Total Pallets : _____

END OF PUT / RECEIPT

Pallets Exchanged : _____

644359

BROOKLYN EQUIPMENT

Order #58860
January 21, 2021

SHIP TO

Kevin Palmer
 Hall's Warehouse
 510 Kentile Road
 South Plainfield NJ 07080
 United States
 908-756-6242, x-328

BILL TO

Tom Nemec
 West Trenton Hardware
 16 West Upper Ferry Road
 Ewing NJ
 United States

ITEMS

QUANTITY

Wholesale Exam Grade Nitrile Gloves - 100 ct - Size SM	960 of 30000
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size MD	3840 of 40000
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size LG	6720 of 60000

There are other items from your order not included in this shipment.

NOTES

\$100K at order confirmation additional payments to be scheduled as delivery quantities are confirmed

Thank you for shopping with us!

Brooklyn Equipment
 983 Dean St, Brooklyn, NY, 11238, United States
 info@brooklyn-equipment.com
 brooklyn-equipment.com

Honesty 12 PLT
 SCampio
 02-11-21

Americold Logistics, LLC
 501 Kentile Road
 P.O. Box 378
 TEL 908-756-6242
 South Plainfield, NJ 07080

DATE	03.24.21	NUMBER	RC-000653205
TERMS	Net 30 days		
PAGE	1		

NON-NEGOTIABLE WAREHOUSE RECEIPT			
RECEIVED FROM	WEST TRENTON	Carrier : .3 Warehouse: 501 Kentile Cooler Reference: / Pro Bill : 58860 Container#/Railcar#:	
FOR ACCOUNT OF	NJ STATE POLICE / OEM PO BOX 7068 Trenton, NJ 08628	REMIT PAYMENT TO	Americold Logistics, LLC 25586 Network Place Chicago, IL 60673-1255

QUANTITY	ITEM NO./LOT NO.	DESCRIPTION	GROSS	NET
327 CS		GLOVES-NITRILE-L GLOVES NITRILE LARG WEST TRENTON	327.00	327.00
327 CS	1000		G: 327.000	N: 327.000
420 CS		GLOVES-NITRILE-S GLOVES NITRILE SMAL WEST TRENTON	420.00	420.00
420 CS	1000		G: 420.000	N: 420.000
75 CS		GLOVES-NITRILE-XL GLOVES NITRILE XL WEST TRENTON	75.00	75.00
75 CS	3000		G: 75.000	N: 75.000

Pallets Received : BGRD 12

822 CS	Gross: 822.00 Net : 822.00	PLEASE PAY THIS AMOUNT
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THE WAREHOUSEMAN CLAIMS A LIEN FOR ALL LAWFUL CHARGES FOR HANDLING, FREEZING, STORAGE, AND PRESERVATION OF THE STORED PROPERTY, AND ALSO FOR ALL LAWFUL CLAIMS FOR MONEY ADVANCED, INTEREST, INSURANCE, TRANSPORTATION, LABOR, WEIGHING, COOPERING, AND OTHER CHARGES AND EXPENSES IN RELATION TO OTHER GOODS WHENEVER DEPOSITED WHETHER OR NOT THEY HAVE BEEN DELIVERED BY THE WAREHOUSEMAN.

AMERICOLD LOGISTICS, LLC

BY _____

See reverse for Storage Terms and Conditions including provisions limiting time to make claim and file suit and amount of recoverable damages.

GOODS ARE NOT INSURED BY THE WAREHOUSE. SEE SECTION 11 ON REVERSE.

WEIGHT INDICATED ON THIS RECEIPT ARE SIMPLY A BASIS ON WHICH WE FIGURE STORAGE CHARGES

TALLY

Duplicate : 1

Page 1 of 3

Carrier : .3

PUT / RECEIPT # : RC-000653205

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON

Receipt Date : 03.24.21
 Trailer :

Reference Number : /
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	Net/Gross Weight SUPL PACK PLT Whse-Location	ITEM Description Qty. Breakdown		
1	GLOVES-NITRILE-XL N: 25.00 G: 25.00LBS WEST TRENTON 3000 HW5628161 KC-17B106E	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5 25 CS	25	CS
2	GLOVES-NITRILE-S N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5628154 KC-17E042E	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
3	GLOVES-NITRILE-L N: 77.00 G: 77.00LBS WEST TRENTON 1000 HW5628153 KC-17E061E	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 77 CS	77	CS
4	GLOVES-NITRILE-XL N: 25.00 G: 25.00LBS WEST TRENTON 3000 HW5628164 KC-17G016E	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5 25 CS	25	CS
5	GLOVES-NITRILE-S N: 78.00 G: 78.00LBS WEST TRENTON 1000 HW5628163 KC-17G023C	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5 78 CS	78	CS
6	GLOVES-NITRILE-XL N: 25.00 G: 25.00LBS WEST TRENTON 3000 HW5628162	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5 25 CS	25	CS

TALLY

Duplicate : 1

Page 2 of 3

Carrier : .3

PUT / RECEIPT # : RC-000653205

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON

Receipt Date : 03.24.21
 Trailer :

Reference Number : /
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL PACK PLT Whse-Location	Location Qty.		
	KC-17G016E	25 CS		
7	GLOVES-NITRILE-L N: 94.00 G: 94.00LBS WEST TRENTON 1000 HW5628157	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5	94	CS
8	KC-17E036E GLOVES-NITRILE-L N: 78.00 G: 78.00LBS WEST TRENTON 1000 HW5628158	94 CS GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5	78	CS
9	KC-17E070F GLOVES-NITRILE-L N: 78.00 G: 78.00LBS WEST TRENTON 1000 HW5628159	78 CS GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5	78	CS
10	KC-17E051E GLOVES-NITRILE-S N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5628160	84 CS GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5	84	CS
11	KC-17E051E GLOVES-NITRILE-S N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5628156	84 CS GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5	84	CS
12	KC-17E051E GLOVES-NITRILE-S N: 90.00 G: 90.00LBS WEST TRENTON	84 CS GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5	90	CS

TALLY

Duplicate : 1

Carrier : .3

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Receipt Date : 03.24.21
 Trailer :

Reference Number : /
 Pro Bill Number : 58860

Page 3 of 3

PUT / RECEIPT # : RC-000653205

Shipper: Manual
 WEST TRENTON

LINE#	ITEM	ITEM Description	Units	SKU
Net/Gross Weight	SUPL	Qty. Breakdown		
	PACK			
	PLT			
-----	Whse-Location	Location Qty.		
1000	HW5628155			
KC-17E053E		90 CS		
			Total Units	822
			Net	822.00 LBS
			Gross	822.00 LBS

Entered By : GRUIZ

Unloaded By : _____

Put Away By : _____

END OF PUT / RECEIPT

Good Pallets : _____

Poor Pallets : _____

Total Pallets : _____

Pallets Exchanged : _____



BROOKLYN EQUIPMENT

Order #58860
January 21, 2021

653205

SHIP TO

Kevin Palmer
Hall's Warehouse
510 Kentile Road
South Plainfield NJ 07080
United States
908-756-6242, x-328

BILL TO

Tom Nemec
West Trenton Hardware
16 West Upper Ferry Road
Ewing NJ
United States

ITEMS

QUANTITY

Wholesale Exam Grade Nitrile Gloves - 100 ct - Size SM	4200 of 30000
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size LG	3278 of 60000
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size XL	2250 of 70000

There are other items from your order not included in this shipment.

NOTES

\$100K at order confirmation additional payments to be scheduled as delivery quantities are confirmed

Thank you for shopping with us!

Brooklyn Equipment
983 Dean St, Brooklyn, NY, 11238, United States
info@brooklyn-equipment.com
brooklyn-equipment.com

AMERICOLD 501
03-23-21
IN: 12 PKS
DONI .K

Americold Logistics, LLC
 501 Kentile Road
 P.O. Box 378
 TEL 908-756-6242
 South Plainfield, NJ 07080

DATE	04.15.21	NUMBER	RC-000658433
TERMS	Net 30 days		
PAGE	1		

NON-NEGOTIABLE WAREHOUSE RECEIPT			
RECEIVED FROM	WEST TRENTON ,	Carrier : Warehouse: 501 Kentile Cooler Reference: Pro Bill : 58860 Container#/Railcar#:	
FOR ACCOUNT OF	NJ STATE POLICE / OEM PO BOX 7068 Trenton, NJ 08628	REMIT PAYMENT TO	Americold Logistics, LLC 25586 Network Place Chicago, IL 60673-1255

QUANTITY	ITEM NO./LOT NO.	DESCRIPTION	GROSS	NET
84 CS		GLOVES-NITRILE-S GLOVES NITRILE SMAL WEST TRENTON	84.00	84.00
84 CS	1000		G: 84.000	N: 84.000
923 CS		GLOVES-NITRILE-XL GLOVES NITRILE XL WEST TRENTON	923.00	923.00
923 CS	1000		G: 923.000	N: 923.000

Pallets Received : BGRD 12

1007 CS	Gross: 1007.00 Net : 1007.00	PLEASE PAY THIS AMOUNT
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THE WAREHOUSEMAN CLAIMS A LIEN FOR ALL LAWFUL CHARGES FOR HANDLING, FREEZING, STORAGE, AND PRESERVATION OF THE STORED PROPERTY, AND ALSO FOR ALL LAWFUL CLAIMS FOR MONEY ADVANCED, INTEREST, INSURANCE, TRANSPORTATION, LABOR, WEIGHING, COOPERING, AND OTHER CHARGES AND EXPENSES IN RELATION TO OTHER GOODS WHENEVER DEPOSITED WHETHER OR NOT THEY HAVE BEEN DELIVERED BY THE WAREHOUSEMAN.

AMERICOLD LOGISTICS, LLC

BY

See reverse for Storage Terms and Conditions including provisions limiting time to make claim and file suit and amount of recoverable damages.

GOODS ARE NOT INSURED BY THE WAREHOUSE. SEE SECTION 11 ON REVERSE.

WEIGHT INDICATED ON THIS RECEIPT ARE SIMPLY A BASIS ON WHICH WE FIGURE STORAGE CHARGES.

EXHIBIT A - NON-NEGOTIABLE WAREHOUSE RECEIPT AND INVOICE - CONTRACT TERMS AND CONDITIONS

SECTION 1 - DEFINITIONS

As used in this Non-Negotiable Warehouse Receipt and Invoice (this "Warehouse Receipt") the following capitalized terms have the following meanings:

(a) **AGENT.** American Logistics LLC, acting in its capacity as an authorized agent or service provider to the following Americold affiliated entities ("Affiliates"), as applicable to this Warehouse Receipt: Logistics, Storage Provider, and AMLOG Canada, Inc. Agents act in such capacity for the execution and delivery of this Warehouse Receipt, and to provide other services as stated herein. This definition will also include the successors and assigns of Americold Logistics, LLC.

(b) **CHARGES.** All amounts of any nature at any time due or claimed to be due to Logistics, Storage Provider or Transportation Services Provider with respect to the Goods, whether liquidated or unliquidated, including but not limited to, lease, disbursements, expenses, advances, storage, handling and transportation charges (including demurrage, detention and terminal charges), charges and expenses incurred in the preservation and sale of the Goods pursuant to law, charges incurred for services as provided herein, interest charges and all other charges and expenses of every nature, present and future, incurred by or for the account of Storer or any pruductor in interest or with respect to any Goods.

(c) **GOODS.** The personal property and any portion thereof identified on each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice".

(d) **LOT OR LOTS.** Unit or units of Goods for which a separate account is kept by Logistics.

(e) **STORER.** The person, firm, corporation or other entity for whom the Goods described herein are stored and to whom this Warehouse Receipt is issued and anyone else claiming an interest in the Goods.

SECTION 2 - SERVICE PROVIDERS

(a) All handling and related warehousing services will be provided by Americold Logistics, LLC or by its disclosed Opto affiliate ("Opto" appears in the entity name) through Americold Logistics, LLC as Agent or, as to managed sites, by its subsidiary Americold Logistics Managed, LLC through Americold Logistics, LLC as Agent, as indicated on each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice". All warehousing services in Canada will be provided by AMLOG Canada, Inc., a subsidiary affiliate of Americold LLC. Americold Logistics, LLC or such affiliate, as applicable, is referred to herein as "Logistics".

(b) The warehouse where the Goods are stored is owned, controlled or managed by an affiliate of Americold Logistics, LLC (such affiliate is referred to herein as "Storage Provider"). Storage Provider is providing storage space in accordance with the terms hereof, and Storage Provider joins as a party to this Warehouse Receipt for purposes of providing such storage space and has all rights to enforce the terms hereof. Other than the provision of storage space, Storage Provider has no obligation to Storer under this Warehouse Receipt and is not liable for the acts or omissions of Logistics. Notwithstanding the foregoing, Storer is entitled to the rights and remedies afforded to Logistics hereunder to the extent directly or indirectly related to the storage space provided by Storage Provider or the charges assessed with respect thereto.

(c) The first Americold entity identified at the top of each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice" is the Storage Provider and the second identified Americold entity is either Americold Logistics, LLC or the affiliate of Americold Logistics, LLC providing the warehousing services referred to in Section 2 (a) above. If the name of any Americold entity is abbreviated, the full name will be provided upon request.

(d) Storer may request that Logistics provide or arrange for transportation services in addition to the other services under this Warehouse Receipt. In that event, the transportation services will be provided by Logistics or an affiliate of Logistics (collectively, "Transportation Services Provider"), and all such transportation charges, whether billed by Logistics or the Transportation Services Provider, will be carried by and subject to Logistics' general warehouse fee set forth in Section 13 of this Warehouse Receipt.

(e) The storage charges and similar non-handling charges due hereunder are payable to Storage Provider as the provider of the storage space, while all charges for handling and related warehousing services due hereunder are payable to Logistics and all charges for transportation services due hereunder, if any, are payable to Transportation Services Provider; however, the parties agree that Storer will pay all such charges to Agent, as agent for Storage Provider and Logistics and if applicable the Transportation Services Provider.

SECTION 3 - TENURE FOR STORAGE

(a) All Goods for storage shall be delivered at the warehouse location indicated on each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice" properly marked and packed for handling as reasonably determined by Logistics. Logistics shall store and deliver Goods in the packages in which they were originally received.

(b) Storer shall furnish, or prior to tender of the Goods, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired. If such manifest is not provided, Logistics may combine and store the Goods in bulk or assort them in boxes, under or general storage at the discretion of Logistics and charges for such storage will be made at the applicable rates as published or quoted by Logistics.

(c) Logistics shall not be responsible for segregating Goods by production code date or otherwise unless specifically agreed to in writing.

(d) Storer warrants that the Goods tendered for storage are not infested with pests, bacteria or any other contaminants whatsoever and that the Goods do not give off and will not in the future present or constitute a danger to Logistics, its affiliates or its employees, to other products or to the

warehouse. Storer hereby agrees to hold Logistics and its affiliates harmless from and indemnify Logistics and its affiliates against any and/or all losses, expenses, damages and costs, including reasonable attorney's fees and court costs ("Losses") arising from or attributable to a breach of the aforesaid warranty.

SECTION 4 - TERMINATION OR CANCELLATION

(a) Logistics may, upon written notice to Storer, require the removal of the Goods, or any portion thereof, from the warehouse at the termination of the period of storage, if any, fixed by this Warehouse Receipt or after the expiration of (30) days from such notice, whichever is earlier. If, in the opinion of Logistics, Goods are about to deteriorate or decline in value to less than the amount of warehousemen's hire, or there is a threat of damage to the Goods, to other property, to the warehouse, or to persons, Logistics may specify in the notice a shorter period for removal. All charges relating to the Goods to be removed shall be paid prior to removal. If such Goods are not so removed and said charge paid, Logistics may, at Storer's expense, remove the Goods to another storage facility, at the Goods' cost provided by law and shall be entitled to exercise any other rights it has under law with respect to such Goods.

(b) If, in the opinion of Logistics, Goods may constitute a hazard to other property or to the warehouse or to persons, Logistics may, at Storer's expense, remove such Goods, and shall be entitled to exercise any rights it has under law with respect to such Goods.

(c) If, in the opinion of Logistics, Goods may constitute a hazard to other property or to the warehouse or to persons, Logistics may, at Storer's expense, remove such Goods, and shall be entitled to exercise any rights it has under law with respect to such Goods.

SECTION 5 - STORAGE LOCATION

(a) The Goods stored pursuant to this Warehouse Receipt shall be stored at Logistics' discretion in any one or more buildings at the warehouse complex identified on each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice". The identification of any specific location within the warehouse complex does not constitute a representation that the Goods shall be stored there.

(b) Subject to any contrary written instructions given by Storer, Logistics may, at any time, at its expense and without notice to Storer, remove any Goods from any room or area of the warehouse complex to any other room or area thereof.

SECTION 6 - STORAGE CHARGES; STORAGE PERIOD

(a) Charges for treating, storage, bonding and other services shall be billed in advance in the manner indicated herein and due upon receipt of the invoice. Storage charges commence upon the date that the Goods are received for unloading and inspection for condition and count. **ALL CHARGES ARE DUE AND PAYABLE WITHOUT ANY DEDUCTION OR OFFSET WHATSOEVER.**

(b) **ALL GOODS ARE STORED ON A MONTH-TO-MONTH BASIS** unless otherwise agreed in writing.

(c) Unless otherwise agreed in writing, storage charges will be billed on either a split month basis or on an anniversary date basis.

(d) If storage charges are on a split month basis, the storage month is a calendar month. A full month's storage charge will apply to all Goods received between the first and 15th day, inclusive, of a calendar month. One-half month's storage charge will apply on all Goods received between the 16th and the last day, inclusive, of a calendar month. A full month's storage charge will apply on Goods in storage on the first day of the next and each calendar month thereafter on all Goods then remaining in storage.

(e) If storage charges are on an anniversary date basis, the storage month shall extend from the date the Goods are received in one calendar month to, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of said next month. A full month's storage charge will apply when the Goods are received and an additional monthly storage charge shall apply on each successive storage month on all Goods then remaining in storage.

(f) Rates quoted by weight will, unless otherwise specified, be computed on gross weight, and 2,000 pounds shall constitute a ton. Rates do not include any taxes, tariffs, duties, assessments or similar charges imposed upon the Goods while in the possession of Logistics, all of which shall be the sole responsibility and expense of Storer.

SECTION 7 - HANDLING CHARGES

(a) Handling charges cover only the ordinary labor and duties incident in receiving and delivering unitized Goods at the warehouse dock during normal warehouse hours but do not include loading and unloading unless otherwise agreed in writing.

(b) A charge in addition to the regular handling charges will be made for any work other than as specified in subsection 7(a).

(c) When Goods are tendered out in quantities less than that in which received, Logistics may make an additional charge for each order or each item of an order.

(d) Delivery by Logistics of less than all units of any lot or of less than all the fungible Goods stored for Storer shall be made without subsequent sorting except by special arrangement and subject to an additional charge.

(e) Logistics may assess an additional charge when Goods, designated for frozen storage, are received at temperatures above 30° Fahrenheit.

SECTION 8 - TRANSFER OF TITLE; DELIVERY

(a) Instructions by Storer to transfer Goods to the extent of another are not effective until the written instructions are delivered to and accepted by Logistics. A charge will be made for each such transfer and for any rehandling of Goods deemed by Logistics to be required thereby. Logistics reserves the right not to deliver or transfer Goods to or for the account of another except upon receipt of written instructions properly signed by Storer.

(b) Storer may furnish written instructions authorizing Logistics to accept telephone orders for delivery. In such case, (i) Logistics may require that each telephone order be confirmed by Storer in writing within 24 hours, and (ii) delivery of any telephone order shall be at the risk of Storer.

Logistics and its affiliates shall not be liable for any loss resulting from a delivery made pursuant to a telephone order, whether or not authorized, unless Logistics failed to exercise reasonable care.

(c) Logistics shall have a reasonable time to make delivery after Goods are ordered out and shall have a minimum of thirty (30) business days after receipt of a delivery order in which to locate any misplaced Goods.

(d) If Logistics has exercised reasonable care and is unable, due to causes beyond its reasonable control, to effect delivery before expiration of the current storage period, the Goods shall be subject to storage charges for each succeeding storage period until delivery is effected.

(e) All instructions and requests for delivery or transfer of Goods are received subject to satisfaction of all charges and all fees and security interests of Logistics and its affiliates.

(f) Storer shall hold Logistics and its affiliates harmless from and indemnify them for claims of others asserting a superior right to Storer to ownership or possession of the Goods.

(g) Notwithstanding the above, Logistics and its affiliates shall not be liable to Storer or its affiliates from exercising any other remedy available to them under the law to resolve such claims. All losses relating in any way to my claim shall be charged to Storer, shall become part of charges, and shall be borne by the lessor created by this Warehouse Receipt.

(h) On outbound shipments, Storer may furnish a check to verify load and cost; otherwise, Logistics' record of load and cost shall be conclusive.

(i) Storer requests Logistics to storage for transportation of Goods but does not specify a particular carrier, Logistics or Transportation Services Provider on its behalf may select any carrier in its sole discretion. **STORER SHALL BE RESPONSIBLE FOR ALL CHARGES OF CARRIERS.** ALL CLAIMS BY STORER RELATING, IN ANY WAY, TO TRANSPORTATION OF GOODS ARE NOT LOGISTICS' OR TRANSPORTATION SERVICES PROVIDER'S RESPONSIBILITY AND STORER AGREES TO PURSUE ALL SUCH CLAIMS DIRECTLY AGAINST THE CARRIER AND SHALL HOLD LOGISTICS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL SUCH CLAIMS.

SECTION 9 - OTHER SERVICES AND CHARGES

(a) Other services rendered in the interest of Storer or the Goods are chargeable to Storer. Such services may include, but are not limited to, the furnishing of special warehouse space or materials; repairing, re-curing, sampling, weighing, inspecting or preparing the Goods; compiling statements; making collections; furnishing revenue stamps; reporting or recording marked weights or numbers; handling railroad expense bills; and handling shipments.

(b) All charges hereunder constitute commercial accounts and are due and payable upon receipt of the invoice therefor.

(c) **ALL CHARGES NOT PAID WITHIN FIFTEEN (15) DAYS FROM THE DATE OF BILLING ARE SUBJECT TO AN INTEREST CHARGE FROM SUCH DATE UNTIL PAID AT THE LESSER OF ONE AND ONE HALF PERCENT (1 1/2%) PER MONTH OR THE HIGHEST RATE PERMITTED BY LAW.**

(d) Storer may, subject to insurance regulations and reasonable limitations imposed by Logistics, inspect the Goods stored in the warehouse under this Warehouse Receipt when accompanied by an employee of Logistics whose time is chargeable to Storer.

(e) In the event of actual or threatened damage to the Goods, or any portion thereof, Storer shall pay all reasonable and necessary costs of protecting and preserving the Goods and the cleanup and disposal of damaged or destroyed Goods. When such costs are attributable to Goods and property of one or more others, such costs shall be apportioned among Storer and others on a pro rata basis as determined by Logistics in its reasonable discretion.

(f) Logistics shall supply damage, binding and fastenings which it deems fit appropriate on outbound shipments and the cost thereof is chargeable to Storer.

(g) Any additional costs incurred by Logistics in unloading, storing and handling damaged Goods are chargeable to Storer.

(h) A charge in addition to regular storage and handling rates will be made for bonded storage.

(i) All storage, handling and other services may be subject to minimum charges.

(j) Storer agrees to hold Logistics and its affiliates harmless from and indemnify them against all losses incurred by Logistics and its affiliates in connection with the storage, handling and disposition of the Goods received hereunder, including claims and lawsuits to which Logistics or its affiliates are made a party relating to any way to its performance under this Warehouse Receipt unless arising directly and exclusively from Logistics' gross negligence.

SECTION 10 - LIABILITY AND LIMITATION OF DAMAGES

(a) **LOGISTICS AND ITS AFFILIATES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LOSS OR DESTRUCTION OF OR DAMAGE TO THE GOODS, HOWEVER CAUSED, UNLESS SUCH LOSS, DAMAGE OR DESTRUCTION ARISES DIRECTLY AND EXCLUSIVELY FROM THEIR FAILURE TO EXERCISE SUCH CARE IN REGARD TO THE GOODS AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES.** LOGISTICS AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. ALL OVERAGES DURING ANY PHYSICAL INVENTORY SHALL BE NETTED AGAINST SHORTAGES IN SAID PHYSICAL INVENTORY ACROSS PRODUCT LINES AND ALL NET OVERAGES AS A RESULT OF ANY PHYSICAL INVENTORY SHALL BE CARRIED FORWARD AND/OR BACKWARD TO OFFSET PRIOR AND/OR FUTURE NET PHYSICAL INVENTORY SHORTAGES.

(b) Logistics and Storer agree that the duty of care referred to in subsection 10(a) does not require Logistics or Storage

Provider to provide or maintain a sprinkler system or any warehouse.

(c) Unless specifically agreed to in writing, Logistics shall not be required to store Goods in a humidity controlled environment or be responsible for tempering Goods.

(d) **LOGISTICS SHALL NOT BE RESPONSIBLE FOR DETENTION OR DEMURRAGE OR DELAYS IN LOADING OR UNLOADING TRAILERS OR CARS OR DELAYS IN CONTAINING CARS FOR OUTBOUND SHIPMENT UNLESS SUCH DETENTION, DEMURRAGE OR DELAY WAS CAUSED DIRECTLY AND EXCLUSIVELY BY LOGISTICS' FAILURE TO EXERCISE REASONABLE CARE.**

(e) **IN THE EVENT OF LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS FOR WHICH LOGISTICS AND/OR ANY OF ITS AFFILIATES ARE LEGALLY LIABLE, STORER DECLARIES THAT LOGISTICS AND ITS AFFILIATES ARE INDIVIDUAL AND COLLECTIVE LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (1) THE ACTUAL COST TO STORER OF REPLACING, OR REPAIRING THE LOST, DAMAGED, AND/OR DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO WAREHOUSE, (2) THE FAIR MARKET VALUE OF THE LOST, DAMAGED, AND/OR DESTROYED GOODS ON THE DATE STORER IS NOTIFIED OF LOSS, DAMAGE AND/OR DESTRUCTION, OR (3) \$0.50 PER POUND FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS WAREHOUSE RECEIPT, STORER MAY, UPON WRITTEN REQUEST INCREASE LOGISTICS' LIABILITY TO DILITATE OR ALL OF THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUE; AND FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BY STORER AND ACCEPTED IN WRITING BY LOGISTICS BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED.**

(f) The liability referred to in Section 10(a) shall be Storer's exclusive remedy against logistics and its affiliates for any claim in cause of action whatsoever relating to loss or destruction of or damage to Goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless Storer proves by affirmative evidence that Logistics converted the Goods to its own use. Storer waives any rights to rely upon any presumption of conversion imposed by law. **IN NO EVENT SHALL STORER BE ENTITLED TO INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR DESCRIPTION.**

SECTION 11 - NOTICE OF CLAIM OR FILING OF ACTION

(a) NEITHER LOGISTICS NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY CLAIM OF ANY TYPE WITH RESPECT TO GOODS UNLESS SUCH CLAIM IS PRESENTED IN WRITING WITHIN A REASONABLE TIME, WHICH SHALL IN NO EVENT EXCEED SIXTY (60) DAYS FROM THE EARLIER OF: (1) THE DATE LOGISTICS DELIVERED THE GOODS; OR (2) THE DATE WHEN STORER LEARNED, OR IN THE EXERCISE OF REASONABLE CARE SHOULD HAVE LEARNED, OF THE LOSS, DAMAGE, DESTRUCTION, OR OTHER EVENT OR CONDITION GIVING RISE TO THE CLAIM.

(b) In the event of actual or threatened damage to the Goods, or any portion thereof, Storer shall pay all reasonable and necessary costs of protecting and preserving the Goods and the cleanup and disposal of damaged or destroyed Goods. When such costs are attributable to Goods and property of one or more others, such costs shall be apportioned among Storer and others on a pro rata basis as determined by Logistics in its reasonable discretion.

(c) Logistics shall supply damage, binding and fastenings which it deems fit appropriate on outbound shipments and the cost thereof is chargeable to Storer.

(d) Any additional costs incurred by Logistics in unloading, storing and handling damaged Goods are chargeable to Storer.

(e) A charge in addition to regular storage and handling rates will be made for bonded storage.

(f) All storage, handling and other services may be subject to minimum charges.

(g) Storer agrees to hold Logistics and its affiliates harmless from and indemnify them against all losses incurred by Logistics and its affiliates in connection with the storage, handling and disposition of the Goods received hereunder, including claims and lawsuits to which Logistics or its affiliates are made a party relating to any way to its performance under this Warehouse Receipt unless arising directly and exclusively from Logistics' gross negligence.

SECTION 12 - INSURANCE

Goods are not insured by Logistics or its affiliates and the storage rates do not include insurance unless logistics has agreed, in writing, to obtain such insurance for the benefit of Storer.

SECTION 13 - LIEN AND SECURITY INTEREST

STORER GRANTS TO LOGISTICS, STORAGE PROVIDER AND TRANSPORTATION SERVICES PROVIDER (COLLECTIVELY, "WAREHOUSEMAN") A FIRST PRIORITY GENERAL WAREHOUSE LIEN UPON AND SECURITY INTEREST IN THE GOODS AND ON THE PROCEEDS THEREFOR FOR ALL CHARGES INCLUDING ALL CHARGES FOR STORAGE, HANDLING, TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES) AND ALL INCENTIVE CHARGES IDENTIFIED IN SECTION 2(d) OF THIS WAREHOUSE RECEIPT, INSURANCE, LABOR AND OTHER CHARGES PRESENT OR FUTURE WITH RESPECT TO THE GOODS AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE GOODS OR REASONABLY INCURRED IN THEIR SOLE PURSUANT TO LAW. Storer grants Warehouseman a lien on the Goods for all such charges, advances and expenses in respect to any other property stored by Storer in any warehouse owned or operated by Warehouseman or its affiliates wherever located and whenever deposited and without regard to whether or not said other property is still in storage.

SECTION 14 - MISCELLANEOUS

(a) Logistics' failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance therewith and shall not constitute a waiver or estoppel to insist upon strict compliance with all other provisions of this Warehouse Receipt.

(b) In the event any section of this Warehouse Receipt or part thereof shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

(c) Storer represents and warrants that it either (i) is the lawful owner of the Goods, which are not subject to any lien or security interest of others; or (ii) is the authorized agent of the lawful owner and of any holder of a lien or security interest (which is or security interest is hereby subordinated to the lien or security interest of Warehouseman) and has full power and authority to enter into this Warehouse Receipt. Storer agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this Warehouse Receipt.

(d) All notices provided herein may be transmitted by any commercially reasonable means of communication and directed to Logistics at the address on the front hereof and to its Chief Financial Officer, Americold Logistics, LLC, 10 Glenlake Parkway, South Tower, Suite 600, Atlanta, GA 30328, and to Storer at its last known address. Storer is presumed to have knowledge of the contents of all notices transmitted in accordance with this subsection 14(d) upon receipt or three (3) days after transmittal, whichever first occurs.

(e) The interpretation, construction and validity of this Warehouse Receipt shall be governed by, and construed in accordance with, the laws of the state in which the warehouse location indicated on the front side of this Warehouse Receipt is located.

(f) This Warehouse Receipt supersedes and cancels any and all previous negotiations, arrangements, understandings, agreements, representations and warranties between Logistics and Storer whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of Logistics and Storer.

SECTION 15 - ARBITRATION

In the event that a dispute arises under this Warehouse Receipt cannot be resolved by the parties within thirty (30) days after receipt by one party from the other party of notice of a dispute or such additional time as the parties may agree upon in writing, the matter shall be submitted to the American Arbitration Association ("AAA") for resolution. The matter shall be heard before a sole arbitrator in the city nearest the warehouse location indicated on each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoic[e]" (or Atlanta, Georgia if the dispute does not involve a specific warehouse). The dispute shall be resolved by binding arbitration under the rules and administration of the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

IN CONSIDERING OR FIXING ANY AWARD UNDER THESE PROCEEDINGS, NEITHER PARTY SHALL BE ENTITLED TO SEEK RECOVER INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR DESCRIPTION.

The costs of the arbitration, including any AAA administration fee, arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties. Attorneys' fees may be awarded to the prevailing party at the discretion of the arbitrator. Each party's other costs and expenses shall be borne by the party incurring them.

TALLY

Page 1 of 3

Carrier : .

PUT / RECEIPT # : RC-000658433

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON

Receipt Date : 04.15.21
 Trailer :

Reference Number :
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
1	SUPL PACK PLT Whse-Location	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5 Location Qty.	83	CS
N: 83.00	G: 83.00LBS WEST TRENTON 1000 HW5713982 KC-17G051C	83 CS		
2	GLOVES-NITRILE-S N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5713975 KC-17G063B	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
N: 84.00	G: 84.00LBS WEST TRENTON 1000 HW5713974 KC-17G065B	84 CS		
3	GLOVES-NITRILE-XL N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5713974 KC-17G065B	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
N: 84.00	G: 84.00LBS WEST TRENTON 1000 HW5713980 KC-17G065B	84 CS		
4	GLOVES-NITRILE-XL N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5713979 KC-17G065D	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
N: 84.00	G: 84.00LBS WEST TRENTON 1000 HW5713979 KC-17G065D	84 CS		
5	GLOVES-NITRILE-XL N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5713973	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5 84 CS	84	CS
N: 84.00	G: 84.00LBS WEST TRENTON 1000 HW5713973	84 CS		

TALLY

Page 2 of 3

Carrier :

PUT / RECEIPT # : RC-000658433

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON

Receipt Date : 04.15.21
 Trailer :

Reference Number :
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
---	KC-17G065D	84 CS		
7	GLOVES-NITRILE-XL N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5713972	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5	84 CS	
8	KC-17G063E GLOVES-NITRILE-XL N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5713971	84 CS GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5	84 CS	
9	KC-17G059D GLOVES-NITRILE-XL N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5713970	84 CS GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5	84 CS	
10	KC-17G059D GLOVES-NITRILE-XL N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5713969	84 CS GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5	84 CS	
11	KC-17G057D GLOVES-NITRILE-XL N: 84.00 G: 84.00LBS WEST TRENTON 1000 HW5713981	84 CS GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5	84 CS	
12	KC-17G055C GLOVES-NITRILE-XL N: 84.00 G: 84.00LBS WEST TRENTON	84 CS GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5	84 CS	

TALLY

Page 3 of 3

Carrier :

PUT / RECEIPT # : RC-000658433

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON

Receipt Date : 04.15.21
 Trailer :

Reference Number :
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
1000	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
-----	-----	-----	-----	-----
HW5713976	KC-17G055C	84 CS		
-----	-----	-----	-----	-----
			Total Units	1007
			Net	1007.00 LBS
			Gross	1007.00 LBS

Entered By : GRUIZ

Good Pallets : _____

Unloaded By : _____

Poor Pallets : _____

Put Away By : _____

Total Pallets : _____

END OF PUT / RECEIPT

Pallets Exchanged : _____

658433

BROOKLYN EQUIPMENT

Order #58860
January 21, 2021

SHIP TO

Kevin Palmer
Hall's Warehouse
510 Kentile Road
South Plainfield NJ 07080
United States
908-756-6242, x-328

BILL TO

Tom Nemec
West Trenton Hardware
16 West Upper Ferry Road
Ewing NJ
United States

ITEMS

QUANTITY

Wholesale Exam Grade Nitrile Gloves - 100 ct - Size SM	840 of 30000
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size XL	9240 of 70000

There are other items from your order not included in this shipment.

NOTES

\$100K at order confirmation additional payments to be scheduled as delivery quantities are confirmed

Thank you for shopping with us!

Brooklyn Equipment
983 Dean St, Brooklyn, NY, 11238, United States
info@brooklyn-equipment.com
brooklyn-equipment.com

AMERICOLD
GONZALEZ RAY
4/13/21

PUP IN 12

PUP OUT 8

BROOKLYN EQUIPMENT

Order #58860
January 21, 2021

SHIP TO

Kevin Palmer
Hall's Warehouse
510 Kentile Road
South Plainfield NJ 07080
United States
908-756-6242, x-328

BILL TO

Tom Nemec
West Trenton Hardware
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United States

ITEMS**QUANTITY**

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Wholesale Exam Grade Nitrile Gloves - 100 ct - Size XL	9240 of 70000

There are other items from your order not included in this shipment.

NOTES

\$100K at order confirmation additional payments to be scheduled as delivery quantities are confirmed

Thank you for shopping with us!

Brooklyn Equipment
983 Dean St, Brooklyn, NY, 11238, United States
info@brooklyn-equipment.com
brooklyn-equipment.com

Americold Logistics, LLC
 501 Kentile Road
 P.O. Box 378
 TEL 908-756-6242
 South Plainfield, NJ 07080

DATE
 04.16.21

NUMBER
 RC-000658735

TERMS
 Net 30 days

PAGE
 1

NON-NEGOTIABLE WAREHOUSE RECEIPT				
RECEIVED FROM	WEST TRENTON	Carrier : . Warehouse: 501 Kentile Cooler Reference: Pro Bill : Container#/Railcar#:		
FOR ACCOUNT OF	NJ STATE POLICE / OEM PO BOX 7068 Trenton, NJ 08628	REMIT PAYMENT TO	Americold Logistics, LLC 25586 Network Place Chicago, IL 60673-1255	

QUANTITY	ITEM NO./LOT NO.	DESCRIPTION	GROSS	NET
48 CS	GLOVES-NITRILE-L	GLOVES NITRILE LARG WEST TRENTON	48.00	48.00
23 CS	1000		G: 23.000	N: 23.000
15 CS	2000		G: 15.000	N: 15.000
10 CS	3000		G: 10.000	N: 10.000
45 EA	GLOVES-NITRILE-M-P	Medium Nitrile G1 WEST TRENTON	45.00	45.00
45 EA	400		G: 45.000	N: 45.000
72 CS	GLOVES-NITRILE-M	GLOVES NITRILE MEDI WEST TRENTON	72.00	72.00
69 CS	1000		G: 69.000	N: 69.000
3 CS	2000		G: 3.000	N: 3.000
203 EA	GLOVES-NITRILE-S-P	Gloves Nitrile - WEST TRENTON	203.00	203.00
203 EA	400		G: 203.000	N: 203.000
43 CS	GLOVES-NITRILE-S	GLOVES NITRILE SMAL WEST TRENTON	43.00	43.00
23 CS	2000		G: 23.000	N: 23.000
20 CS	3000		G: 20.000	N: 20.000
41 CS	GLOVES-NITRILE-XL	GLOVES NITRILE XL WEST TRENTON	41.00	41.00
36 CS	1000		G: 36.000	N: 36.000
5 CS	2000		G: 5.000	N: 5.000

Pallets Received : BGRD 13

204 CS	Gross: 452.00	PLEASE PAY THIS AMOUNT
248 EA	Net : 452.00	

THE WAREHOUSEMAN CLAIMS A LIEN FOR ALL LAWFUL CHARGES FOR HANDLING, FREEZING, STORAGE, AND PRESERVATION OF THE STORED PROPERTY, AND ALSO FOR ALL LAWFUL CLAIMS FOR MONEY ADVANCED, INTEREST, INSURANCE, TRANSPORTATION, LABOR, WEIGHING, COOPERING, AND OTHER CHARGES AND EXPENSES IN RELATION TO OTHER GOODS WHENEVER DEPOSITED WHETHER OR NOT THEY HAVE BEEN DELIVERED BY THE WAREHOUSEMAN.

AMERICOLD LOGISTICS, LLC

See reverse for Storage Terms and Conditions including provisions limiting time to make claim and the sum and amount of recoverable damages.

GOODS ARE NOT INSURED BY THE WAREHOUSE. SEE SECTION 11 ON REVERSE.

WEIGHT INDICATED ON THIS RECEIPT ARE SIMPLY A BASIS ON WHICH WE FIGURE STORAGE CHARGES.

EXHIBIT A - NON-NEGOTIABLE WAREHOUSE RECEIPT AND INVOICE - CONTRACT TERMS AND CONDITIONS

SECTION 1 - DEFINITIONS

As used in this Non-Negotiable Warehouse Receipt and Invoice ("the "Warehouse Receipt") the following capitalized terms have the following meanings:

(a) **AGENT.** AmeriLog Logistics, LLC, acting in its capacity as an authorized agent or service provider to the following AmeriLog affiliated entities ("Affiliates"), as applicable to this Warehouse Receipt: Logistics, Storage Providers, and AMLOG Canada. An Agent acts in such capacity for the execution and delivery of this Warehouse Receipt, and to provide other services as stated herein. This definition will also include the successors and assigns of AmeriLog Logistics, LLC.

(b) **CHARGES.** All amounts of any nature or any time due or claimed to be due to Logistics, Storage Provider or Transportation Services Provider with respect to the Goods, whether liquidated or unliquidated, including but not limited to, losses, disbursements, expenses, advances, storage, handling and transportation charges (including demurrage, detention and terminal charges), charges and expenses incurred in the preservation and sale of the Goods pursuant to law, charges incurred for services as provided herein, interest charges and all other charges and expenses of every nature, present and future, incurred by or for the account of Storer or any predecessor in interest or with respect to any Goods.

(c) **GOODS.** The personal property and any portion thereof identified on each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice".

(d) **LOT OR LOTS.** Unit or units of Goods for which a separate account is kept by Logistics.

(e) **STORER.** The person, firm, corporation or other entity for whom the Goods described herein are stored and to whom this Warehouse Receipt is issued and anyone else claiming an interest in the Goods.

SECTION 2 - SERVICE PROVIDERS

(a) All handling and related warehousing services will be provided by AmeriLog Logistics, LLC or by its disclosed Ops affiliate ("Ops" appears in the entity name) through AmeriLog Logistics, LLC as Agent, or as managed sites, by its subsidiary AmeriLog Logistics Managed, LLC through AmeriLog Logistics, LLC as Agent, as indicated on each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice". All warehousing services in Canada will be provided by AMLOG Canada, Inc., a subsidiary affiliate of AmeriLog Logistics, LLC. AmeriLog Logistics, LLC or such affiliate, as applicable, is referred to herein as "Logistics".

(b) The warehouse where the Goods are stored is owned, controlled or managed by an affiliate of AmeriLog Logistics, LLC (such affiliate is referred to herein as "Storage Provider"). Storage Provider is providing storage space in accordance with the terms hereof, and Storage Provider joins as a party to this Warehouse Receipt for purposes of providing such storage space and has all rights to enforce the terms hereof. Other than the provision of storage space, Storage Provider has no obligation to Storer under this Warehouse Receipt and is not liable for the acts or omissions of Logistics. Notwithstanding the foregoing, Storer is entitled to the rights and remedies afforded to Logistics hereunder to the extent directly or indirectly related to the storage space provided by Storage Provider or the charges assessed with respect thereto.

(c) The first AmeriLog entity identified at the top of each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice" is the Storage Provider and the second identified AmeriLog entity is either AmeriLog Logistics, LLC or the affiliate of AmeriLog Logistics, LLC providing the warehousing services referred to in Section 7(e) above. If the same or any AmeriLog entity is abbreviated, the full name will be provided upon request.

(d) Storer may request that Logistics provide or arrange for transportation services in addition to the other services under this Warehouse Receipt. In that event, the transportation services will be provided by Logistics or an affiliate of Logistics (collectively, "Transportation Services Provider") and all such transportation charges, whether billed by Logistics or the Transportation Services Provider, will be borne by and subject to Logistics' general warehouse fees set forth in Section 13 of this Warehouse Receipt.

(e) The storage charges and similar non-handling charges due hereunder are payable to Storage Provider as the provider of the storage space, while all charges for handling and related warehousing services due hereunder are payable to Logistics and all charges for transportation services due hereunder, if any, are payable to Transportation Services Provider; however, the parties agree that Storer will pay all such charges to Agent, as agent for Storage Provider and Logistics and if applicable the Transportation Services Provider.

SECTION 3 - TENDER FOR STORAGE

(a) All Goods for storage shall be delivered at the warehouse location indicated on each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice" properly marked and packed for handling as reasonably determined by Logistics. Logistics shall store and deliver Goods in the packages in which they were originally received.

(b) Storer shall furnish, at or prior to tender of the Goods, monogram showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired. If such monogram is not provided, Logistics may repackage and store the Goods in bushel baskets if necessary, under or general storage at the discretion of Logistics and charges for such storage will be made at then applicable rates as published or quoted by Logistics.

(c) Logistics shall not be responsible for segregating Goods by production date or otherwise unless specifically agreed to in writing.

(d) Storer warrants that the Goods tendered for storage are not infested with pests, bacteria or any other contaminants whatsoever and that the Goods do not saw and will not in the future present or constitute a danger to Logistics, its affiliates or its employees, to other products or to the

warehouse. Storer hereby agrees to hold Logistics and its affiliates harmless from and to indemnify Logistics and its affiliates against any and all losses, expenses, damages and costs, including reasonable attorneys' fees and court costs ("Losses") arising from or attributable to a breach of the aforesaid warranty.

SECTION 4 - TERMINATION OF STORAGE

(a) Logistics may, upon written notice to Storer, require the removal of the Goods, or any portion thereof, from the warehouse at the termination of the period of storage, if so, fixed by this Warehouse Receipt or after the expiration of thirty (30) days from such notice, whichever is earlier. If, in the opinion of Logistics, Goods are about to deteriorate or decline in value to less than the amount of Warehousesman's list, or there is a threat of damage to the Goods, to other property, to the warehouse, or to persons, Logistics may specify in the notice a shorter period for removal. All charges relating to the Goods to be removed shall be paid prior to removal. If such Goods are not so removed and said charge paid, Logistics may, at Storer's expense, remove the Goods to another storage facility, or sell the Goods as provided by law and shall be entitled to exercise any other rights it has under law with respect to such Goods.

(b) In the opinion of Logistics, Goods may constitute a hazard to other property or to the warehouse or to persons, Logistics may, at Storer's expense, remove such Goods, and sell or dispose of them as permitted by law without liability to Storer.

SECTION 5 - STORAGE LOCATION

(a) The Goods stored pursuant to this Warehouse Receipt shall be stored at Logistics' discretion in any one or more buildings at the warehouse complex identified on each numbered page entitled "Non-Negotiable Warehouse Receipt and Invoice". The identification of any specific location within the warehouse complex does not constitute or represent a presumption that the Goods shall be stored there.

(b) Subject to any contrary written instructions given by Storer, Logistics may, at any time, at its expense and without notice to Storer, remove any Goods from any room or area of the warehouse complex to any other room or area thereof.

SECTION 6 - STORAGE CHARGES/STORAGE PERIOD

(a) Charges for freezing, storage, handling and other services shall be billed in advance in the manner indicated herein and are due upon receipt of the invoice. Storage charges commence upon the date that the Goods are received for unloading and inspection for condition and count. **ALL CHARGES ARE DUE AND PAYABLE WITHOUT ANY DEDUCTION OR OFFSET WHATSOEVER.**

(b) **ALL GOODS ARE STORED ON A MONTH-TO-MONTH BASIS,** unless otherwise agreed in writing.

(c) Unless otherwise agreed in writing, storage charges will be billed on either a split month basis or an anniversary date basis.

(d) If storage charges are on a split month basis, the storage month is a calendar month. A full month's storage charge will apply on all Goods received between the first and 15th day, inclusive, of a calendar month. One-half month's storage charge will apply on all Goods received between the 16th and the last day, inclusive, of a calendar month. A full month's storage charge will apply on all Goods in storage on the first day of the next and each calendar month thereafter on all Goods then remaining in storage.

(e) If storage charges are on an anniversary date basis, the storage month shall extend from the date the Goods are received in one calendar month, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of such next month. A full month's storage charge will apply when the Goods are received and an additional monthly storage charge shall apply on each successive storage month on all Goods then remaining in storage.

(f) Rates quoted by weight will, unless otherwise specified, be computed on gross weight, and 7,000 pounds shall constitute a ton. Rates do not include any taxes, tariffs, duties, assessments or similar charges imposed upon the Goods while in the possession of Logistics, all of which shall be the sole responsibility and expense of Storer.

SECTION 7 - HANDLING CHARGES

(a) Handling charges cover only the ordinary labor and duties incident to receiving and delivering unired Goods at the warehouse dock during normal working hours but do not include loading or unloading unless otherwise agreed in writing.

(b) A charge in addition to the regular handling charges will be made for any work other than as specified in subsection 7(a).

(c) When Goods are tendered out in quantities less than that in which received, Logistics may make an additional charge for each order or each unit of an order.

(d) Delivery by Logistics of less than all units of any Lot or of less than all of the fungible Goods stored for Storer shall be made without subsequent sorting except by special arrangement and subject to an additional charge.

(e) Logistics may assess an additional charge when Goods, designated for freezer storage, are received at temperatures above 30° Fahrenheit.

SECTION 8 - TRANSFER OF TITLE, DELIVERY

(a) Instructions by Storer to transfer Goods to the extent of another are not effective until the written instructions are delivered to and accepted by Logistics. A charge will be made for each such transfer and for any reshipment of Goods deemed by Logistics to be required thereby. Logistics reserves the right not to deliver or transfer Goods to or for the account of another except upon receipt of written instructions properly signed by Storer.

(b) Storer may furnish written instructions authorizing Logistics to accept telephone orders for delivery. In such case, (i) Logistics may require that such telephone order be confirmed by Storer in writing within 24 hours, and (ii) accuracy of any telephone order shall be at the risk of Storer.

Logistics and its affiliates shall not be liable for any loss resulting from a delivery made pursuant to a telephone order, whether or not so authorized, unless Logistics failed to exercise reasonable care.

(c) Logistics shall have a reasonable time to make delivery after Goods are tendered out and shall have a minimum of thirty (30) business days after receipt of a delivery order in which to locate any misplaced Goods.

(d) Logistics shall have a reasonable time to make delivery after Goods are tendered out and shall have a minimum of thirty (30) business days after receipt of a delivery order in which to locate any misplaced Goods.

(e) Logistics shall be subject to storage charges for each succeeding storage period until delivery is effected.

(f) All instructions and requests for delivery or transfer of Goods are received subject to cancellation of all charges and all bills and security interests of Logistics and its affiliates. (g) Storer shall hold Logistics and its affiliates harmless from and indemnify them for claims of others asserting a superior right to Storer to ownership or possession of the Goods. Nothing herein shall preclude Logistics or its affiliates from exercising any other remedy available to them under the law to restrain such claims. All losses relating in any way to any such claims shall be charged to Storer, shall become an expense of Storer, and shall be secured by the lien created by this Warehouse Receipt.

(h) All outbound shipments, Storer may furnish a check to verify load and count; otherwise, Logistics' record of load and count shall be definitive.

(i) When Storer requests logistics to arrange for transportation of Goods but does not specify a particular carrier, Logistics or Transportation Services Provider on its behalf may select any carrier in its sole discretion. STORER SHALL BE RESPONSIBLE FOR ALL CHARGES OF CARRIERS. ALL CLAIMS BY STORER RELATING, IN ANY WAY, TO TRANSPORTATION OF GOODS ARE NOT LOGISTICS' OR TRANSPORTATION SERVICES PROVIDER'S RESPONSIBILITY AND STORER AGREES TO PURSUE ALL SUCH CLAIMS DIRECTLY AGAINST THE CARRIER AND SHALL HOLD LOGISTICS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL SUCH CLAIMS.

SECTION 9 - OTHER SERVICES AND CHARGES

(a) Other services rendered in the interest of Storer or on the Goods are chargeable to Storer. Such services may include, but are not limited to, furnishing of special warehouse space or material, repairing, re-painting, sampling, weighing, repairing or inspecting the Goods; compiling statements; making collections; furnishing revenue stamps; reporting or recording marked weights or numbers; handling railroad expense bills; and handling shipments.

(b) All charges hereunder constitute commercial amounts and are due and payable upon receipt of the invoice therefor.

(c) **ALL CHARGES NOT PAID WITHIN FIFTEEN (15) DAYS FROM THE DATE OF BILLING ARE SUBJECT TO AN INTEREST CHARGE FROM SUCH DATE UNTIL PAID AT THE LESSER OF ONE AND ONE HALF PERCENT (1 1/2%) PER MONTH OR THE HIGHEST RATE PERMITTED BY LAW.**

(d) Storer may, subject to instructions regulations and reasonable limitations imposed by Logistics, inspect the Goods stored in the warehouse under this Warehouse Receipt when accompanied by an employee of Logistics whose time is chargeable to Storer.

(e) If storage charges are on an anniversary date basis, the storage month shall extend from the date the Goods are received in one calendar month, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of such next month. A full month's storage charge will apply when the Goods are received and an additional monthly storage charge shall apply on each successive storage month on all Goods then remaining in storage.

(f) If rates quoted by weight will, unless otherwise specified, be computed on gross weight, and 7,000 pounds shall constitute a ton. Rates do not include any taxes, tariffs, duties, assessments or similar charges imposed upon the Goods while in the possession of Logistics, all of which shall be the sole responsibility and expense of Storer.

(g) A charge in addition to regular storage and handling rates will be made for bonded storage.

(h) All storage, handling and other services may be subject to minimum charges.

(i) Storer agrees to hold Logistics and its affiliates harmless from and indemnify them against all losses incurred by Logistics and its affiliates in connection with the storage, handling and disposition of the Goods tendered hereunder, including claims and lawsuits to which Logistics or its affiliates are made a party relating in any way to the performance under this Warehouse Receipt unless arising directly and exclusively from Logistics' gross negligence.

SECTION 10 - LIABILITY AND LIMITATION OF DAMAGES

(a) **LOGISTICS AND ITS AFFILIATES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LOSS OR DESTRUCTION OF OR DAMAGE TO THE GOODS, HOWEVER CAUSED, UNLESS SUCH LOSS, DAMAGE OR DESTRUCTION ARISES DIRECTLY AND EXCLUSIVELY FROM THEIR FAILURE TO EXERCISE SUCH CARE IN REGARD TO THE GOODS AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES. LOGISTICS AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OR DESTRUCTION OF OR DAMAGE TO THE GOODS THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. ALL OVERAGES DURING ANY PHYSICAL INVENTORY SHALL BE NETTED AGAINST SHORTAGES IN SAID PHYSICAL INVENTORY ACROSS PRODUCT LINES AND ALL NET OVERAGES AS A RESULT OF ANY PHYSICAL INVENTORY SHALL BE CARRIED FORWARD AND/OR BACKWARD TO OFFSET PRIOR AND/OR FUTURE NET PHYSICAL INVENTORY SHORTAGES.**

(b) Logistics and Storer agree that the duty of care referred to in subsection 10(a) does not require Logistics or Storage

Provider to provide or maintain a sprinkler system at any warehouse.

(c) Unless specifically agreed to in writing, Logistics shall not be required to store Goods in a humidity controlled environment or be responsible for tempering Goods.

(d) **LOGISTICS SHALL NOT BE RESPONSIBLE FOR DETENTION OR DEMURRAGE OR DELAYS IN LOADING OR UNLOADING TRAILERS OR CARS OR DELAYS IN OBTAINING CABS FOR OUTBOUND SHIPMENT UNLESS SUCH DETENTION, DEMURRAGE OR DELAY WAS CAUSED DIRECTLY AND EXCLUSIVELY BY LOGISTICS' FAILURE TO EXERCISE REASONABLE CARE.**

(e) **IN THE EVENT OF LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS FOR WHICH LOGISTICS AND/OR ANY OF ITS AFFILIATES ARE LEGALLY LIABLE, STORER DECLARED THAT LOGISTICS AND ITS AFFILIATES TOTAL, INDIVIDUAL AND COLLECTIVE LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (1) THE ACTUAL COST TO STORER OF REPLACING, OR REPRODUCING THE LOST, DAMAGED, AND/OR DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO WAREHOUSE, (2) THE FAIR MARKET VALUE OF THE LOST, DAMAGED, AND/OR DESTROYED GOODS ON THE DATE STORER IS NOTIFIED OF LOSS, DAMAGE AND/OR DESTRUCTION, OR (3) \$0.50 PER POUND FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS. PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS WAREHOUSE RECEIPT, STORER MAY, UPON WRITTEN REQUEST INCREASE LOGISTICS' LIABILITY ON PART OR ALL OF THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUE; AND FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BY STORER AND ACCEPTED IN WRITING BY LOGISTICS BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED.**

(f) The liability referred to in Section 10(a) shall be Storer's exclusive remedy against Logistics and its affiliates for any claim or cause of action whatsoever relating to loss or destruction of or damage to Goods and shall apply to all claims including inventory shortages and mysterious disappearance claims unless Storer proves by affirmative evidence that Logistics delivered the Goods to its own use. Storer waives any rights to rely upon any presumption of conversion imposed by law. **IN NO EVENT SHALL STORER BE ENTITLED TO INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR DESCRIPTION.**

SECTION 11 - NOTICE OF CLAIM AND FILING OF ACTION

(a) **NEITHER LOGISTICS NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY CLAIM OF ANY TYPE WITH RESPECT TO GOODS UNLESS SUCH CLAIM IS PRESENTED IN WRITING WITHIN A REASONABLE TIME, WHICH SHALL IN NO EVENT EXCEED SIXTY (60) DAYS FROM THE EARLIER OF: (1) THE DATE LOGISTICS DELIVERED THE GOODS; OR (2) THE DATE WHEN STORER LEARNED, OR IN THE EXERCISE OF REASONABLE CARE SHOULD HAVE LEARNED, OF THE LOSS, DAMAGE, DESTRUCTION, OR DESTRUCTION OR OTHER EVENT OR CONDITION GIVING RISE TO THE CLAIM.**

(b) As a condition to making any claim and as a condition precedent to filing any suit, Storer shall provide Logistics with a reasonable opportunity to inspect the Goods which are the basis of Storer's claim.

(c) **NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY STORER OR OTHERS AGAINST LOGISTICS OR ITS AFFILIATES WITH RESPECT TO THE GOODS UNLESS A WRITTEN CLAIM HAS BEEN MADE WITHIN THE TIME PERIOD SET FORTH IN SUBSECTION 11(a) AND UNLESS STORER HAS PROVIDED LOGISTICS WITH A REASONABLE OPPORTUNITY TO INSPECT GOODS AS PROVIDED IN SUBSECTION 11(b) AND UNLESS SUCH ACTION IS COMMENCED WITHIN NINE (9) MONTHS AFTER THE COMMENCEMENT OF (1) THE DATE LOGISTICS DELIVERED THE GOODS; OR (2) THE DATE WHEN STORER LEARNED, OR IN THE EXERCISE OF REASONABLE CARE SHOULD HAVE LEARNED, OF THE LOSS, DAMAGE, DESTRUCTION, OR DESTRUCTION OR OTHER EVENT OR CONDITION GIVING RISE TO THE CLAIM.**

SECTION 12 - INSURANCE
Goods not insured by Logistics or its affiliates and the storage rates do not include insurance unless Logistics has agreed, in writing, to obtain such insurance for the benefit of Storer.

SECTION 13 - LIEN AND SECURITY INTEREST
STORER GRANTS TO LOGISTICS, STORAGE PROVIDER AND TRANSPORTATION SERVICES PROVIDER (COLLECTIVELY, "WAREHOUSEMAN") A FIRST PRIORITY GENERAL WAREHOUSE LIEN UPON AND THE PROCEEDS THEREOF FOR ALL CHARGES INCLUDING ALL CHARGES FOR STORAGE, HANDLING, TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES) AND ALL TRANSPORTATION CHARGES IDENTIFIED IN SECTION 2(d) OF THIS WAREHOUSE RECEIPT, INVENTORY, LABOR, AND OTHER CHARGES PRESENT OR FUTURE WITH RESPECT TO THE GOODS, ADVANCES OR LOANS BY LOGISTICS IN RELATION TO THE GOODS OR FOR EXPENSES NECESSARY FOR PRESERVATION OF THE GOODS OR REASONABLY INCURRED IN THEIR CARE PURSUANT TO LAW. STORER FURTHER GRANTS WAREHOUSEMAN A LIEN ON THE GOODS FOR ALL SUCH CHARGES, ADVANCES AND EXPENSES IN RESPECT TO ANY OTHER PROPERTY STORED BY STORER IN ANY WAREHOUSE OWNED OR OPERATED BY WAREHOUSEMAN OR ITS AFFILIATES WHEREVER LOCATED AND WHENEVER DEPOSITED AND WITHOUT REGARD TO WHETHER OR NOT SUCH OTHER PROPERTY IS STILL IN STORER.

SECTION 14 - MISCELLANEOUS

(a) Logistics' failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance therewith and shall not constitute a waiver or estoppel to insist upon strict compliance with all other provisions of this Warehouse Receipt.

(b) In the event any section of this Warehouse Receipt or part thereof shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of all the remaining sections and parts shall not, in any way, be affected or impaired thereby.

(c) Storer represents and warrants that it either (i) is the lawful owner of the Goods, which are not subject to any lien or security interest of others; or (ii) is the authorized agent of the lawful owner and/or holder of a lien or security interest which has an security interest is hereby subordinated to the lien and security interest of Warehousesman and has full power and authority to enter into this Warehouse Receipt. Storer agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this Warehouse Receipt.

(d) All notices provided herein may be transmitted by any commercially reasonable means of communication and directed to Logistics at the address on the front hereof and to its Chief Financial Officer, AmeriLog Logistics, LLC, 10 Glenlake Parkway, South Tower, Suite 600, Atlanta, GA 30328, and to Storer at its last known address. Storer is presumed to have knowledge of the contents of all notices transmitted in accordance with this subsection 14(d) upon receipt or three (3) days after transmitted, whichever first occurs.

(e) The interpretation, construction and validity of this Warehouse Receipt shall be governed by, and construed in accordance with, the laws of the state in which the warehouse location indicated on the front side of this Warehouse Receipt is located.

(f) This Warehouse Receipt supersedes and controls any and all previous negotiations, arrangements, understandings, agreements, representations and undertakings between Logistics and Storer whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of Logistics and Storer.

TALLY

Page 1 of 3

PUT / RECEIPT # : RC-000658735

Shipper: Manual
WEST TRENTON

Carrier :

Customer: NJSP
NJ STATE POLICE / OEM
PO BOX 7068
Trenton, NJ 08628Receipt Date : 04.16.21
Trailer :Reference Number :
Pro Bill Number :

LINE#	ITEM	ITEM Description	Units	SKU
Net/Gross	Weight	Qty. Breakdown		
SUPL				
PACK				
PLT				
Whse-Location		Location Qty.		
1	GLOVES-NITRILE-L	GLOVES NITRILE LARGE		
N: 18.00	G: 18.00LBS	PLT/CS - 50/1	18	CS
WEST TRENTON		Tie/Tier - 10/5		
1000				
S10120215				
KC-17H023D		18 CS		
2	GLOVES-NITRILE-XL	GLOVES NITRILE XL		
N: 36.00	G: 36.00LBS	PLT/CS - 50/1	36	CS
WEST TRENTON		Tie/Tier - 10/5		
1000				
S10120214				
KC-17H023D		36 CS		
3	GLOVES-NITRILE-M	GLOVES NITRILE MEDIUM		
N: 27.00	G: 27.00LBS	PLT/CS - 50/1	27	CS
WEST TRENTON		Tie/Tier - 10/5		
1000				
S10121208				
KC-17H094E		27 CS		
4	GLOVES-NITRILE-S-P	Gloves Nitrile - S - Each		
N: 203.00	G: 203.00LBS	EA - 1	203	EA
WEST TRENTON				
400				
S10120213				
KC-17H077E		203 EA		
5	GLOVES-NITRILE-M	GLOVES NITRILE MEDIUM		
N: 3.00	G: 3.00LBS	PLT/CS - 50/1	3	CS
WEST TRENTON		Tie/Tier - 10/5		
2000				
S10121207				
KC-17H092E		3 CS		
6	GLOVES-NITRILE-M-P	Medium Nitrile Gloves		
N: 45.00	G: 45.00LBS	EA - 1	45	EA
WEST TRENTON				
400				
S10121201				

TALLY

Page 2 of 3

Carrier :

PUT / RECEIPT # : RC-000658735

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON

Receipt Date : 04.16.21
 Trailer :

Reference Number :
 Pro Bill Number :

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
	KC-17H077E	45 EA		
7	GLOVES-NITRILE-M N: 32.00 G: 32.00LBS WEST TRENTON 1000 S10121202 KC-17H077E	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	32	CS
8	GLOVES-NITRILE-S N: 20.00 G: 20.00LBS WEST TRENTON 3000 S10121204 KC-17H088D	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5	20	CS
9	GLOVES-NITRILE-L N: 5.00 G: 5.00LBS WEST TRENTON 1000 S10121211 KC-17H094C	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5	5	CS
10	GLOVES-NITRILE-M N: 10.00 G: 10.00LBS WEST TRENTON 1000 S10121203 KC-17H094D	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	10	CS
11	GLOVES-NITRILE-S N: 23.00 G: 23.00LBS WEST TRENTON 2000 S10121205 KC-17H095C	GLOVES NITRILE SMALL PLT/CS - 50/1 Tie/Tier - 10/5	23	CS
12	GLOVES-NITRILE-L N: 15.00 G: 15.00LBS WEST TRENTON	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5	15	CS

TALLY

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PUT / RECEIPT # : RC-000658735

Carrier :

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Receipt Date : 04.16.21
 Trailer :

Reference Number :
 Pro Bill Number :

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
-----	-----	-----	-----	-----
2000				
S10121210				
KC-17H092C		15 CS		
-----	-----	-----	-----	-----
(13) N: 5.00	GLOVES-NITRILE-XL WEST TRENTON	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5	5 CS	
2000				
S10121209				
KC-17H094C		5 CS		
-----	-----	-----	-----	-----
(14) N: 10.00	GLOVES-NITRILE-L WEST TRENTON	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5	10 CS	
3000				
S10121206				
KC-17H095C		10 CS		
-----	-----	-----	-----	-----
			Total Units	
			452	
			Net	452.00 LBS
			Gross	452.00 LBS

Entered By : GRUIZ

Good Pallets : _____

Unloaded By : _____

Poor Pallets : _____

Put Away By : _____

Total Pallets : _____

END OF PUT / RECEIPT

Pallets Exchanged : _____

Hall's Warehouse Corp.
 P.O. Box 378
 501 Kentile Road
 TEL 908-756-6242
 South Plainfield, NJ 07080

DATE	12.30.20	NUMBER	RC-000635435
TERMS	Net 30 days		

NON-NEGOTIABLE WAREHOUSE RECEIPT			
RECEIVED FROM	WEST TRENTON HARDWARE 16 WEST UPPER FERRY RD EWING, NJ	Carrier : OWN TRUCK Warehouse: 501 Kentile Cooler Reference: DEC 23 2020 Pro Bill : 53009 Container#/Railcar#:	
FOR ACCOUNT OF	NJ STATE POLICE / OEM PO BOX 7068 Trenton, NJ 08628	REMIT PAYMENT TO	Hall's Warehouse Corp. P.O. Box 378 South Plainfield, NJ 07080
QUANTITY	ITEM NO./LOT NO.	DESCRIPTION	GROSS NET
71 CS	GLOVES-VINYL-L WEST HARDWARE	GLOVES VINYL LARGE	71.00 71.00
71 CS	1000		G: 71.000 N: 71.000
539 CS	GLOVES-VINYL-M WEST HARDWARE	GLOVES VINYL MEDIUM	539.00 539.00
539 CS	1000		G: 539.000 N: 539.000
240 CS	GLOVES-VINYL-XL WEST HARDWARE	GLOVES VINYL XL	240.00 240.00
240 CS	1000		G: 240.000 N: 240.000
850 CS	Gross: 850.00 Net : 850.00	PLEASE PAY THIS AMOUNT	

THE WAREHOUSEMAN CLAIMS A LIEN FOR ALL LAWFUL CHARGES FOR HANDLING, FREEZING, STORAGE, AND PRESERVATION OF THE STORED PROPERTY, AND ALSO FOR ALL LAWFUL CLAIMS FOR MONEY ADVANCED, INTEREST, INSURANCE, TRANSPORTATION, LABOR, WEIGHING, COOPERING, AND OTHER CHARGES AND EXPENSES IN RELATION TO OTHER GOODS WHENEVER DEPOSITED WHETHER OR NOT THEY HAVE BEEN DELIVERED BY THE WAREHOUSEMAN.

See reverse for Storage Terms and Conditions including provisions limiting time to make claim and file suit and amount of recoverable damages.

GOODS ARE NOT INSURED BY THE WAREHOUSE. SEE SECTION 11 ON REVERSE.

WEIGHT INDICATED ON THIS RECEIPT ARE SIMPLY A BASIS ON WHICH WE FIGURE STORAGE CHARGES

BY Hall's Warehouse Corp.

TALLY

Page 1 of 3

Carrier : OWN TRUCK

PUT / RECEIPT # : RC-000635435

Customer: NJSP
NJ STATE POLICE / OEM
PO BOX 7068
Trenton, NJ 08628Shipper: Manual
WEST TRENTON HARDWAREReceipt Date : 12.30.20
Trailer :Reference Number : DEC 23 2020
Pro Bill Number : 53009

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units SKU
	SUPL PACK PLT Whse-Location	Location Qty.	12-30-20
1	GLOVES-VINYL-M N: 80.00 G: 80.00LBS WEST HARDWARE 1000 HW5748605 KC-17B108E	GLOVES VINYL MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 80 CS	80 CS
2	GLOVES-VINYL-XL N: 80.00 G: 80.00LBS WEST HARDWARE 1000 HW5748604 KC-17B090E	GLOVES VINYL XL PLT/CS - 50/1 Tie/Tier - 10/5 80 CS	80 CS
3	GLOVES-VINYL-L N: 71.00 G: 71.00LBS WEST HARDWARE 1000 HW5751314 KC-17B106E	GLOVES VINYL LARGE PLT/CS - 50/1 Tie/Tier - 10/5 71 CS	71 CS
4	GLOVES-VINYL-M N: 80.00 G: 80.00LBS WEST HARDWARE 1000 HW5748597 KC-17E063E	GLOVES VINYL MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 80 CS	80 CS
5	GLOVES-VINYL-XL N: 80.00 G: 80.00LBS WEST HARDWARE 1000 HW5748598 KC-17B079G	GLOVES VINYL XL PLT/CS - 50/1 Tie/Tier - 10/5 80 CS	80 CS
6	GLOVES-VINYL-M N: 59.00 G: 59.00LBS WEST HARDWARE 1000	GLOVES VINYL MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 59 CS	59 CS

TALLY

Page 2 of 3

Carrier : OWN TRUCK

PUT / RECEIPT # : RC-000635435

Customer: NJSP
NJ STATE POLICE / OEM
PO BOX 7068
Trenton, NJ 08628Shipper: Manual
WEST TRENTON HARDWAREReceipt Date : 12.30.20
Trailer :Reference Number : DEC 23 2020
Pro Bill Number : 53009

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL PACK PLT			
	Whse-Location	Location Qty.		
HW5748590	KC-17B091G	59 CS		
7	GLOVES-VINYL-M N: 80.00 G: 80.00LBS WEST HARDWARE 1000	GLOVES VINYL MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	80 CS	
8	HW5748600 KC-17B085G	80 CS		
8	GLOVES-VINYL-XL N: 80.00 G: 80.00LBS WEST HARDWARE 1000	GLOVES VINYL XL PLT/CS - 50/1 Tie/Tier - 10/5	80 CS	
9	HW5748601 KC-17B083G	80 CS		
9	GLOVES-VINYL-M N: 80.00 G: 80.00LBS WEST HARDWARE 1000	GLOVES VINYL MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	80 CS	
10	HW5748603 KC-17B093G	80 CS		
10	GLOVES-VINYL-M N: 80.00 G: 80.00LBS WEST HARDWARE 1000	GLOVES VINYL MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	80 CS	
11	HW5748602 KC-17B087G	80 CS		
11	GLOVES-VINYL-M N: 80.00 G: 80.00LBS WEST HARDWARE 1000	GLOVES VINYL MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	80 CS	
	HW5748599 KC-17B095G	80 CS		

TALLY

Page 3 of 3

Carrier : OWN TRUCK

PUT / RECEIPT # : RC-000635435

Customer: NJSP
NJ STATE POLICE / OEM
PO BOX 7068
Trenton, NJ 08628Shipper: Manual
WEST TRENTON HARDWAREReceipt Date : 12.30.20
Trailer :Reference Number : DEC 23 2020
Pro Bill Number : 53009

LINE#	ITEM	ITEM Description	Units	SKU
Net/Gross	Weight	Qty. Breakdown		
SUPL				
PACK				
PLT				
Whse-Location		Location Qty.		

			Total Units	850
			Net	850.00 LBS
			Gross	850.00 LBS

Entered By : MCIFUENTES

Good Pallets : _____

Unloaded By : _____

Poor Pallets : _____

Put Away By : _____

Total Pallets : _____

END OF PUT / RECEIPT

Pallets Exchanged : _____

Americold Logistics, LLC
 501 Kentile Road
 P.O. Box 378
 TEL 908-756-6242
 South Plainfield, NJ 07080

DATE	03.04.21	NUMBER	RC-000648765
TERMS	Net 30 days		
PAGE	1		

NON-NEGOTIABLE WAREHOUSE RECEIPT			
RECEIVED FROM	WEST TRENTON ,	Carrier : Warehouse: 501 Kentile Cooler Reference: Pro Bill : 58860 Container#/Railcar#:	
FOR ACCOUNT OF	NJ STATE POLICE / OEM PO BOX 7068 Trenton, NJ 08628	REMIT PAYMENT TO	Americold Logistics, LLC 25586 Network Place Chicago, IL 60673-1255

QUANTITY	ITEM NO./LOT NO.	DESCRIPTION	GROSS	NET
120 CS		GLOVES-NITRILE-L GLOVES NITRILE LARG WEST TRENTON - VGUARD	120.00	120.00
120 CS	1000		G: 120.000	N: 120.000
677 CS		GLOVES-NITRILE-M GLOVES NITRILE MEDI WEST TRENTON - SH	677.00	677.00
587 CS	1000		G: 587.000	N: 587.000
90 CS		GLOVES-NITRILE-VMGLOV WEST TRENTON - VMGLOV	G: 90.000	N: 90.000
96 CS		GLOVES-NITRILE-XL GLOVES NITRILE XL WEST TRENTON - AMBITE	96.00	96.00
96 CS	1000		G: 96.000	N: 96.000

893 CS	Gross: 893.00 Net : 893.00	PLEASE PAY THIS AMOUNT	
--------	-------------------------------	------------------------	--

THE WAREHOUSEMAN CLAIMS A LIEN FOR ALL LAWFUL CHARGES FOR HANDLING, FREEZING, STORAGE, AND PRESERVATION OF THE STORED PROPERTY, AND ALSO FOR ALL LAWFUL CLAIMS FOR MONEY ADVANCED, INTEREST, INSURANCE, TRANSPORTATION, LABOR, WEIGHING, COOPERING, AND OTHER CHARGES AND EXPENSES IN RELATION TO OTHER GOODS WHENEVER DEPOSITED WHETHER OR NOT THEY HAVE BEEN DELIVERED BY THE WAREHOUSEMAN.

AMERICOLD LOGISTICS, LLC

GOODS ARE NOT INSURED BY THE WAREHOUSE. SEE SECTION 11 ON REVERSE.

WEIGHT INDICATED ON THIS RECEIPT ARE SIMPLY A BASIS ON WHICH WE FIGURE STORAGE CHARGES.

See reverse for Storage Terms and Conditions including provisions limiting time to make claim and file suit and amount of recoverable damages.

TALLY

Page 1 of 2

Carrier :

PUT / RECEIPT # : RC-000648765

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON

Receipt Date : 03.04.21
 Trailer :

Reference Number :
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL PACK PLT			
	Whse-Location	Location Qty.		
1	GLOVES-NITRILE-M N: 90.00 G: 90.00LBS WEST TRENTON - VMGLOVTie/Tier - 10/5 1000 HW5734251 KA-12U042E	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 90 CS	90	CS
2	GLOVES-NITRILE-M N:105.00 G:105.00LBS WEST TRENTON - SH 1000 HW5734255 KC-17H056E	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 105 CS	105	CS
3	GLOVES-NITRILE-XL N: 96.00 G: 96.00LBS WEST TRENTON - AMBITETie/Tier - 10/5 1000 HW5734254 KC-17F060E	GLOVES NITRILE XL PLT/CS - 50/1 Tie/Tier - 10/5 96 CS	96	CS
4	GLOVES-NITRILE-L N:120.00 G:120.00LBS WEST TRENTON - VGUARDTie/Tier - 10/5 1000 HW5644762 KA-12V007E	GLOVES NITRILE LARGE PLT/CS - 50/1 Tie/Tier - 10/5 120 CS	120	CS
5	GLOVES-NITRILE-M N:112.00 G:112.00LBS WEST TRENTON - SH 1000 HW5644761 KA-12V053E	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 112 CS	112	CS
6	GLOVES-NITRILE-M N:117.00 G:117.00LBS WEST TRENTON - SH 1000 HW5734252	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5 117 CS	117	CS

TALLY

Page 2 of 2

Carrier : .

PUT / RECEIPT # : RC-000648765

Customer: NJSP
 NJ STATE POLICE / OEM
 PO BOX 7068
 Trenton, NJ 08628

Shipper: Manual
 WEST TRENTON

Receipt Date : 03.04.21
 Trailer :

Reference Number :
 Pro Bill Number : 58860

LINE#	ITEM Net/Gross Weight	ITEM Description Qty. Breakdown	Units	SKU
	SUPL			
	PACK			
	PLT			
	Whse-Location	Location Qty.		
	KA-12V017E	117 CS		
7	GLOVES-NITRILE-M N: 84.00 G: 84.00LBS WEST TRENTON - SH 1000 HW5644760 KC-17H108E	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	84 CS	
8	GLOVES-NITRILE-M N:104.00 G:104.00LBS WEST TRENTON - SH 1000 HW5734253 KC-17H052E	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	104 CS	
9	GLOVES-NITRILE-M N: 65.00 G: 65.00LBS WEST TRENTON - SH 1000 HW5734256 KC-17H056E	GLOVES NITRILE MEDIUM PLT/CS - 50/1 Tie/Tier - 10/5	65 CS	
			Total Units	893
			Net	893.00 LBS
			Gross	893.00 LBS

Entered By : GRUIZ

Good Pallets : _____

Unloaded By : _____

Poor Pallets : _____

Put Away By : _____

Total Pallets : _____

END OF PUT / RECEIPT

Pallets Exchanged : _____

648765

BROOKLYN EQUIPMENT

Order #58860
January 21, 2021

SHIP TO

Kevin Palmer
Hall's Warehouse
510 Kentile Road
South Plainfield NJ 07080
United States
908-756-6242, x-328

BILL TO

Tom Nemec
West Trenton Hardware
16 West Upper Ferry Road
Ewing NJ
United States

648765

ITEMS

QUANTITY

Wholesale Exam Grade Nitrile Gloves - 100 ct - Size MD	5730 of 40000
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size LG	4350 of 60000
Wholesale Exam Grade Nitrile Gloves - 100 ct - Size XL	960 of 70000

There are other items from your order not included in this shipment.

NOTES

\$100K at order confirmation additional payments to be scheduled as delivery quantities are confirmed

Thank you for shopping with us!

Brooklyn Equipment
983 Dean St, Brooklyn, NY, 11238, United States
info@brooklyn-equipment.com
brooklyn-equipment.com

Amen col/150
3/04/2021
15car TRUCK
12 PAKS
34 Edwin Coyle

EXHIBIT B



EMSL Analytical, Inc.

200 North, Route 130, Cinnaminson, NJ. 08077
Phone: (800) 220-3675

Attn.: *Lt. Deborah Couts #6309*
New Jersey State Police - Emergency Management
1040 River Road
West Trenton, NJ 08628
deborah.couts@njsp.org
Phone 609-963-6900 x6728

EMSL Case No.: 362101939
Sample(s) Received: 6/23/2021
Date of Reporting: 7/8/2021
Date Printed: 7/8/2021
Reported By: E. Mirica

- Laboratory Report -

Material Identification

Procurement of Samples and Analytical Overview:

The samples for analysis arrived at EMSL Analytical (Cinnaminson, NJ) on June 23, 2021. The samples reported herein have been analyzed per the following equipment and methodologies.

Instruments/Methods: Attenuated Total Reflectance- Fourier Transform Infrared Spectroscopy (ATR-FTIR)
Smith Detection IlluminatIR™ II FT-IR Spectrometer

Polarized Light Microscopy (PLM)

Analyzed by:

A handwritten signature in black ink, appearing to read "Eugenia Mirica".

Eugenia Mirica Ph.D.
Laboratory Manager

July 8, 2021

Date

Reviewed/Approved by:

A handwritten signature in black ink, appearing to read "Daniel Macready".

Daniel Macready
Approved Signatory

July 8, 2021

Date



EMSL Analytical, Inc.

200 North, Route 130, Cinnaminson, NJ. 08077
Phone: (800) 220-3675

Attn.: Lt. Deborah Couts #6309
New Jersey State Police - Emergency Management
1040 River Road
West Trenton, NJ 08628
deborah.couts@njsp.org
Phone 609-963-6900 x6728

EMSL Case No.: 362101939
Sample(s) Received: 6/23/2021
Date of Reporting: 7/8/2021
Date Printed: 7/8/2021
Reported By: E. Mirica

Table 14: Identification of the material in the sample 13

Sample Number on COC	13
EMSL Sample Identification	362101939-0013
Description	Asmsvlnawa Glove (HW5628157)
Material Identification	Latex
Comments	See Figure 14

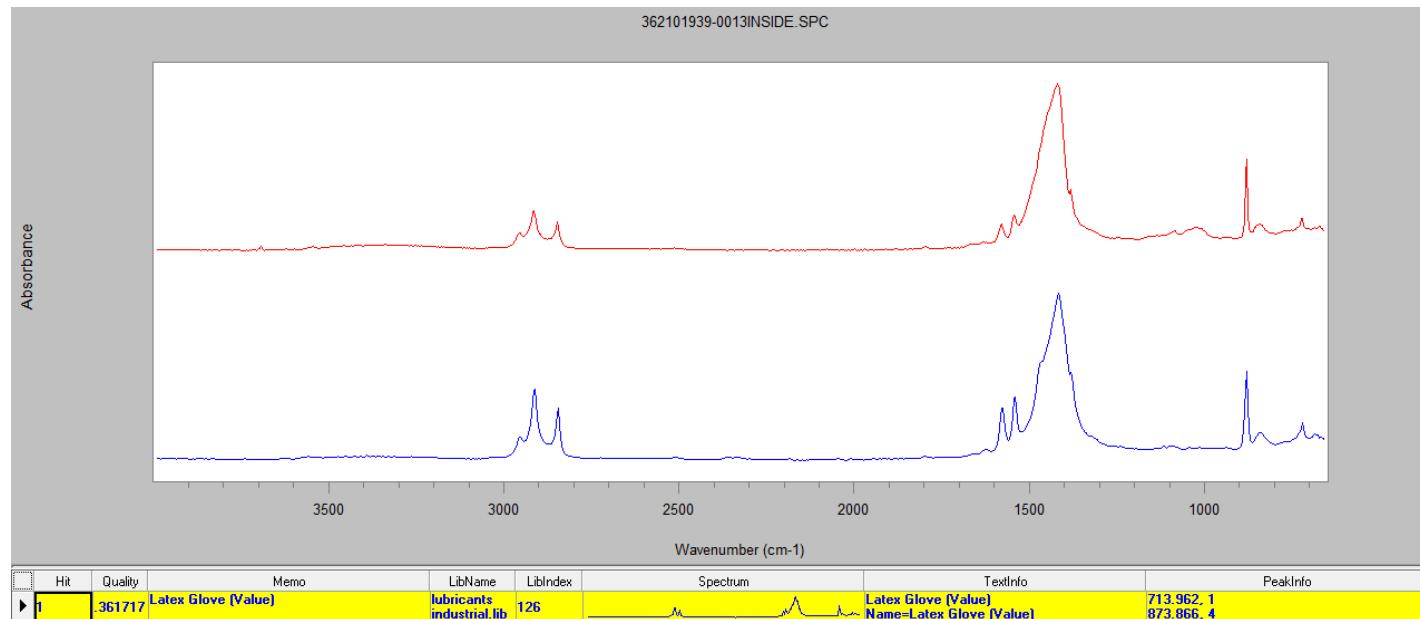


Figure 14. FTIR spectrum of material from sample 13 (red trace) identified as latex (blue trace, the standard from the library).



EMSL Analytical, Inc.

200 North, Route 130, Cinnaminson, NJ. 08077
Phone: (800) 220-3675

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West Trenton, NJ 08628
deborah.couts@njsp.org
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EMSL Case No.: 362101939
Sample(s) Received: 6/23/2021
Date of Reporting: 7/8/2021
Date Printed: 7/8/2021
Reported By: E. Mirica

Table 9: Identification of the material in the sample 8

Sample Number on COC	8
EMSL Sample Identification	362101939-0008
Description	Med Care (HW5713982)
Material Identification	Vinyl
Comments	See Figure 9

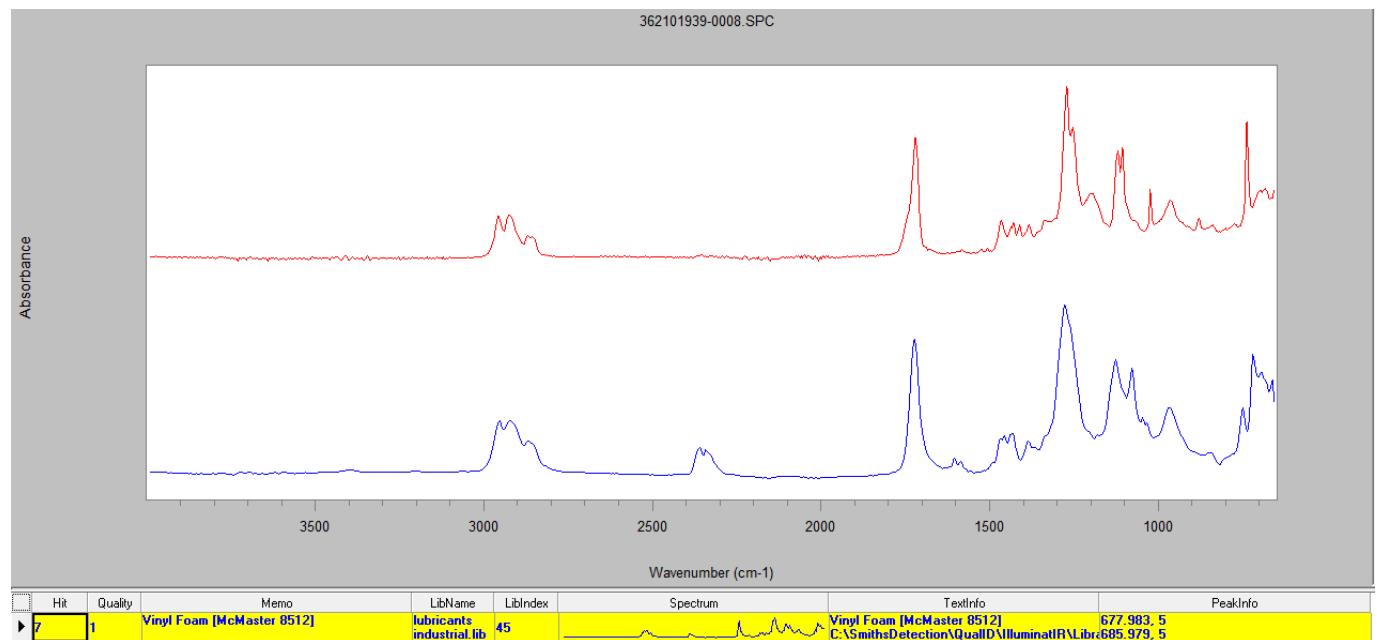


Figure 9. FTIR spectrum of material from sample 8 (red trace) identified as vinyl (blue trace, the standard from the library).



EMSL Analytical, Inc.

200 North, Route 130, Cinnaminson, NJ. 08077
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New Jersey State Police - Emergency Management
1040 River Road
West Trenton, NJ 08628
deborah.couts@njsp.org
Phone 609-963-6900 x6728

EMSL Case No.: 362101939
Sample(s) Received: 6/23/2021
Date of Reporting: 7/8/2021
Date Printed: 7/8/2021
Reported By: E. Mirica

Table 35: Identification of the material in the sample 34

Sample Number on COC	34
EMSL Sample Identification	362101939-0034
Description	Med Care (HW5713982)
Material Identification	Vinyl
Comments	See Figure 35

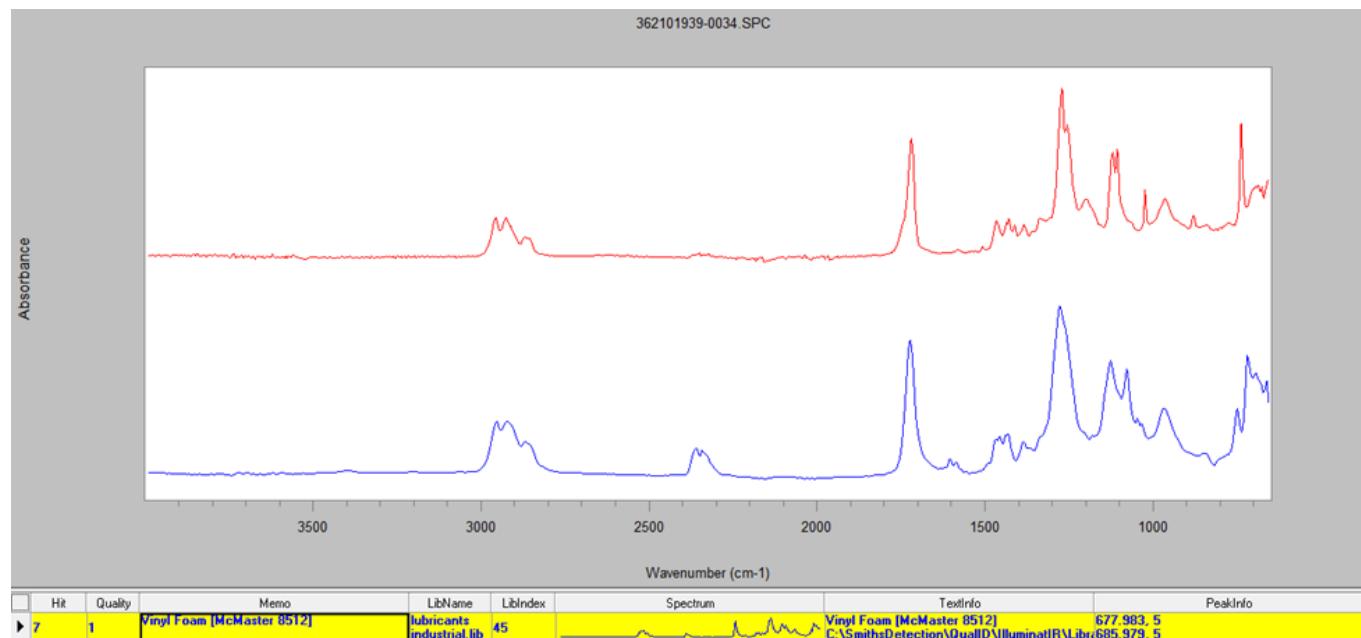


Figure 35. FTIR spectrum of material from sample 34 (red trace) identified as vinyl (blue trace, the standard from the library).



EMSL Analytical, Inc.

200 North, Route 130, Cinnaminson, NJ. 08077
Phone: (800) 220-3675

Attn.: Lt. Deborah Couts #6309
New Jersey State Police - Emergency Management
 1040 River Road
 West Trenton, NJ 08628
 deborah.couts@njsp.org
 Phone 609-963-6900 x6728

EMSL Case No.: 362101939
 Sample(s) Received: 6/23/2021
 Date of Reporting: 7/8/2021
 Date Printed: 7/8/2021
 Reported By: E. Mirica

Table 10: Identification of the material in the sample 9

Sample Number on COC	9
EMSL Sample Identification	362101939-0009
Description	SH Glove (HW5644760)
Material Identification	Latex
Comments	See Figure 10

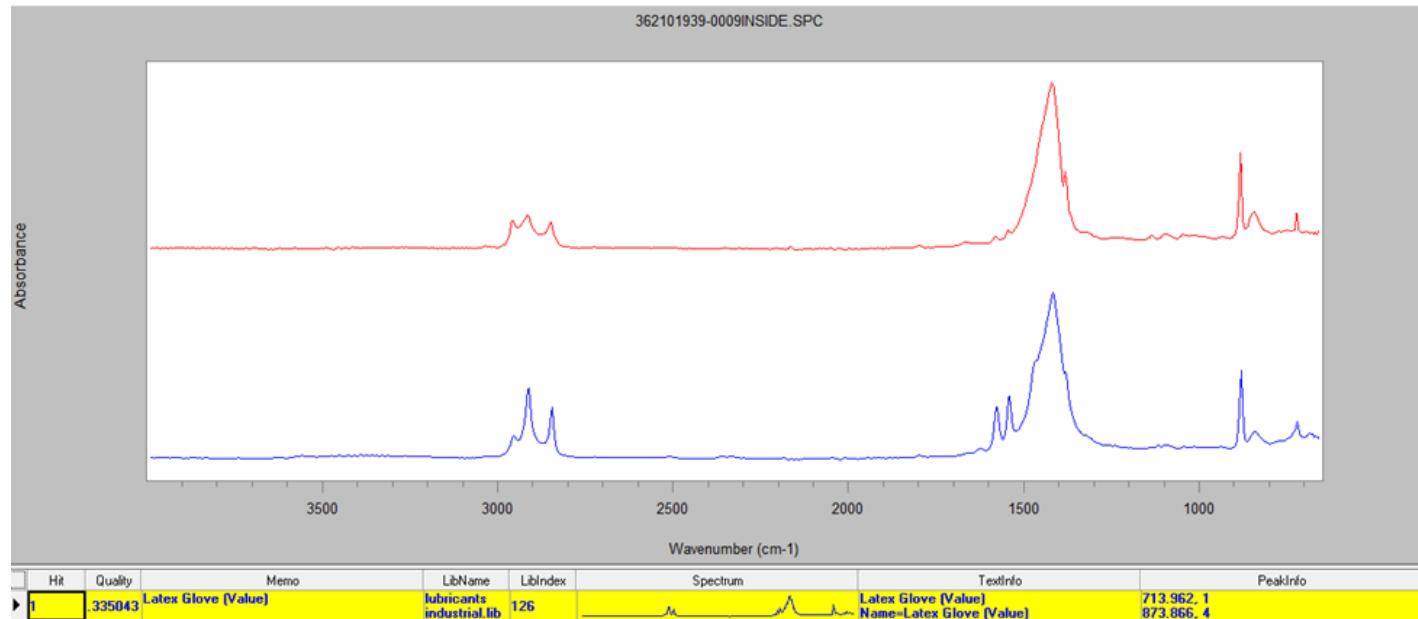


Figure 10. FTIR spectrum of material from sample 9 (red trace) identified as latex (blue trace, the standard from the library).



EMSL Analytical, Inc.

200 North, Route 130, Cinnaminson, NJ. 08077
Phone: (800) 220-3675

Attn.: Lt. Deborah Couts #6309
New Jersey State Police - Emergency Management
1040 River Road
West Trenton, NJ 08628
deborah.couts@njsp.org
Phone 609-963-6900 x6728

EMSL Case No.: 362101939
Sample(s) Received: 6/23/2021
Date of Reporting: 7/8/2021
Date Printed: 7/8/2021
Reported By: E. Mirica

Table 36: Identification of the material in the sample 35

Sample Number on COC	35
EMSL Sample Identification	362101939-0035
Description	SH Glove (HW5644760)
Material Identification	Latex
Comments	See Figure 36

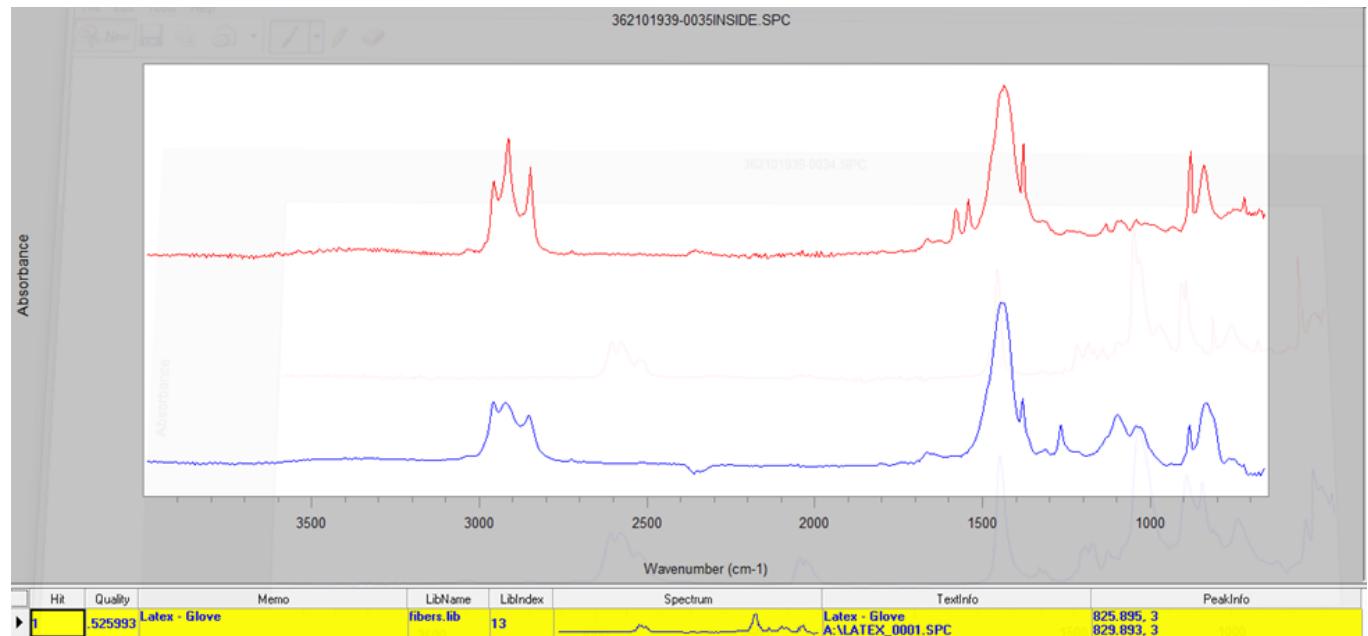


Figure 36. FTIR spectrum of material from sample 35 (red trace) identified as latex (blue trace, the standard from the library).



EMSL Analytical, Inc.

200 North, Route 130, Cinnaminson, NJ. 08077
Phone: (800) 220-3675

Attn.: Lt. Deborah Couts #6309
New Jersey State Police - Emergency Management
 1040 River Road
 West Trenton, NJ 08628
 deborah.couts@njsp.org
 Phone 609-963-6900 x6728

EMSL Case No.: 362101939
 Sample(s) Received: 6/23/2021
 Date of Reporting: 7/8/2021
 Date Printed: 7/8/2021
 Reported By: E. Mirica

Table 11: Identification of the material in the sample 10

Sample Number on COC	10
EMSL Sample Identification	362101939-0010
Description	Sky Med Glove (HW5721357)
Material Identification	Latex
Comments	See Figure 11

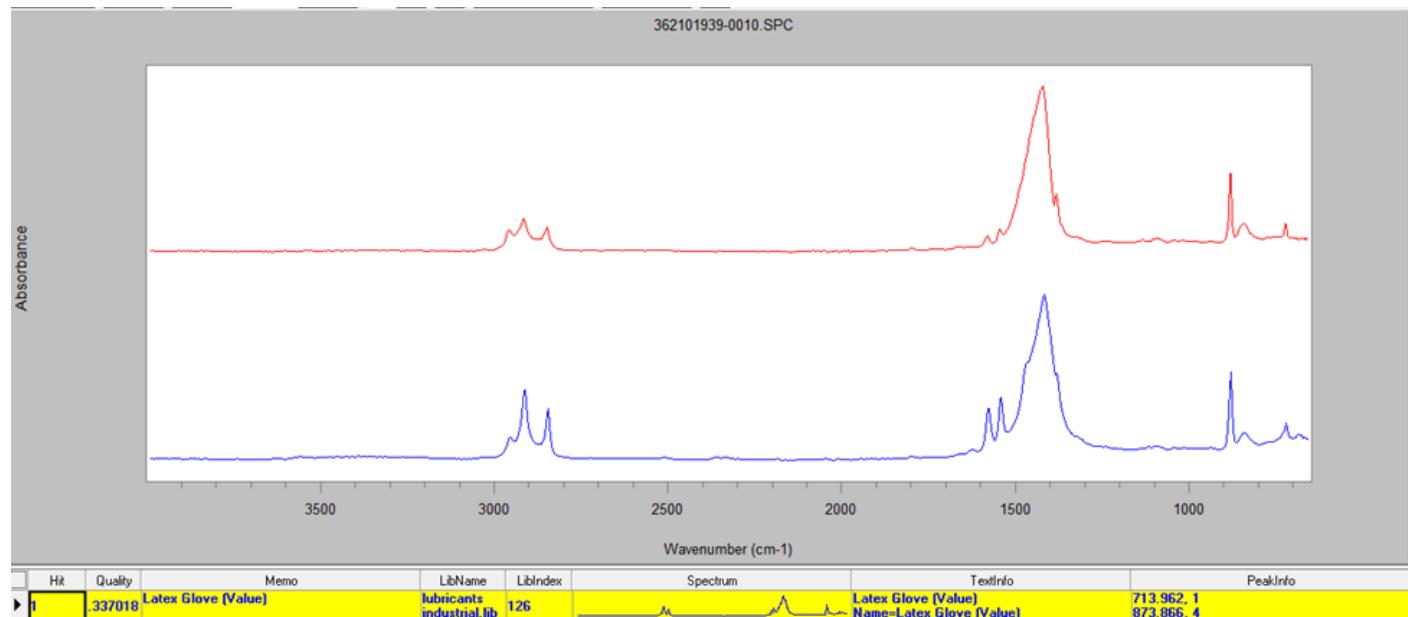


Figure 11. FTIR spectrum of material from sample 10 (red trace) identified as latex (blue trace, the standard from the library).



EMSL Analytical, Inc.

200 North, Route 130, Cinnaminson, NJ. 08077
Phone: (800) 220-3675

Attn.: Lt. Deborah Couts #6309
New Jersey State Police - Emergency Management
 1040 River Road
 West Trenton, NJ 08628
 deborah.couts@njsp.org
 Phone 609-963-6900 x6728

EMSL Case No.: 362101939
 Sample(s) Received: 6/23/2021
 Date of Reporting: 7/8/2021
 Date Printed: 7/8/2021
 Reported By: E. Mirica

Table 12: Identification of the material in the sample 11

Sample Number on COC	11
EMSL Sample Identification	362101939-0011
Description	Sky Med Glove (HW5724376)
Material Identification	Latex
Comments	See Figure 12

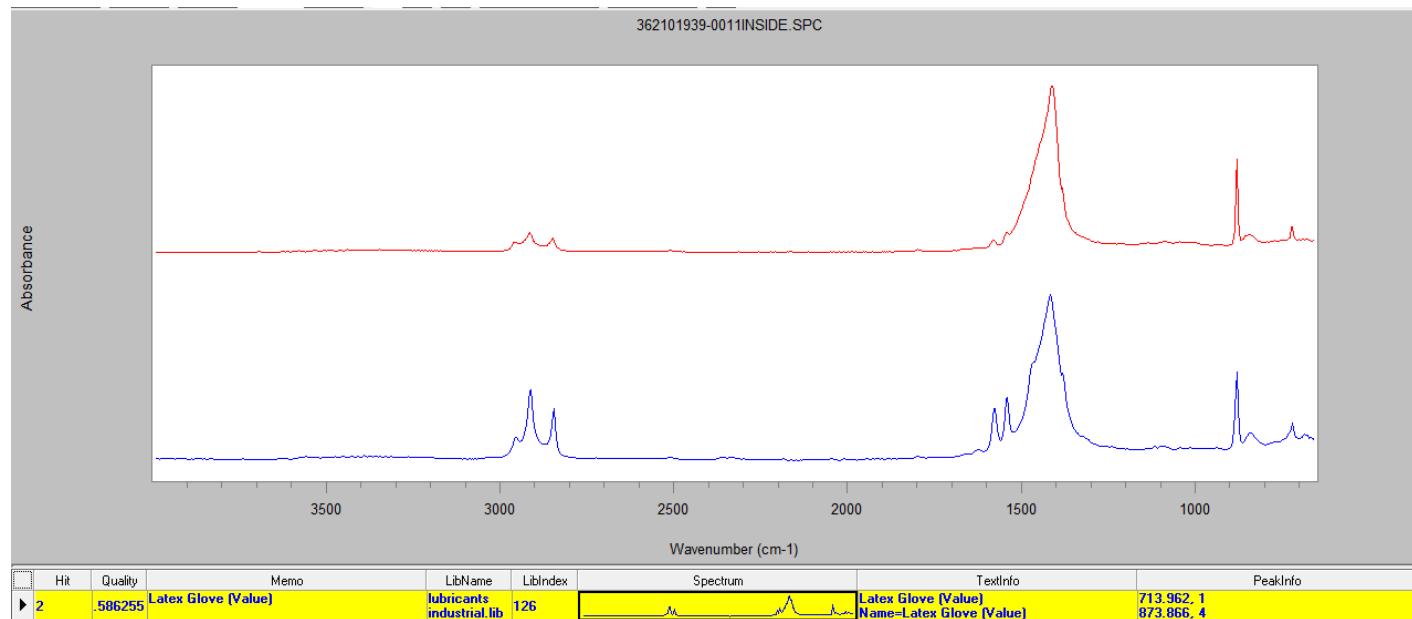


Figure 12. FTIR spectrum of material from sample 11 (red trace) identified as latex (blue trace, the standard from the library).



EMSL Analytical, Inc.

200 North, Route 130, Cinnaminson, NJ. 08077
Phone: (800) 220-3675

Attn.: Lt. Deborah Couts #6309
New Jersey State Police - Emergency Management
 1040 River Road
 West Trenton, NJ 08628
 deborah.couts@njsp.org
 Phone 609-963-6900 x6728

EMSL Case No.: 362101939
 Sample(s) Received: 6/23/2021
 Date of Reporting: 7/8/2021
 Date Printed: 7/8/2021
 Reported By: E. Mirica

Table 13: Identification of the material in the sample 12

Sample Number on COC	12
EMSL Sample Identification	362101939-0012
Description	Asmsvlnawa Glove (HW5730718)
Material Identification	Latex
Comments	See Figure 13

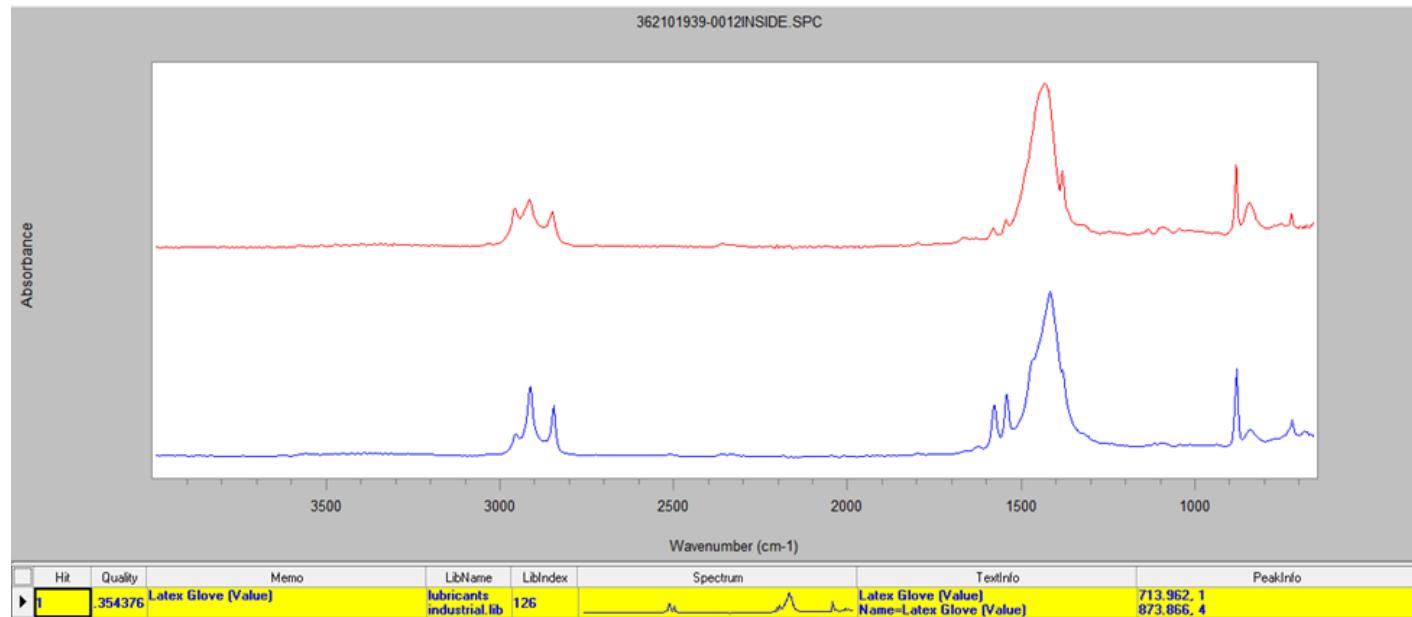


Figure 13. FTIR spectrum of material from sample 12 (red trace) identified as latex (blue trace, the standard from the library).